

Collective Agreement

between

**Ontario Public Service Employees Union
on behalf of its Local 383**

and

**Orillia Soldiers' Memorial Hospital
Office and Clerical**

DURATION: April 1, 2018 - March 31, 2022



Sector 11
3-383-10285-20220331-11

TABLE OF CONTENTS

ARTICLE 1 – PURPOSE	1
ARTICLE 2 – RECOGNITION.....	1
ARTICLE 3 – DEFINITIONS	1
ARTICLE 4 – MANAGEMENT RIGHTS	2
ARTICLE 5 – NO DISCRIMINATION	2
ARTICLE 6 – NO STRIKE NO LOCKOUT	3
ARTICLE 7 – UNION SECURITY	3
ARTICLE 8 – UNION REPRESENTATION	4
ARTICLE 9 – GRIEVANCE PROCEDURE.....	7
ARTICLE 10 – ARBITRATION	9
ARTICLE 11 – ACCESS TO FILES	11
ARTICLE 12 – SENIORITY.....	11
ARTICLE 13 – CONTRACTING OUT	16
ARTICLE 14 – RESTRUCTURING	17
ARTICLE 15 – LAYOFF.....	18
ARTICLE 16 – ORIENTATION AND IN-SERVICE	23
ARTICLE 17 – LEAVES OF ABSENCE	24
ARTICLE 18 – HOURS OF WORK.....	32
ARTICLE 19 – PREMIUM PAYMENT.....	35
ARTICLE 20 – PAID HOLIDAYS	37
ARTICLE 21 – VACATIONS.....	39
ARTICLE 22 – SICK LEAVE, HEALTH & WELFARE BENEFITS AND PENSION.....	42
ARTICLE 23 – MISCELLANEOUS	45
ARTICLE 24 – NEW CLASSIFICATION.....	46
ARTICLE 25 – JOINT HEALTH & SAFETY COMMITTEE.....	46
ARTICLE 26 - DURATION.....	47
LETTER OF UNDERSTANDING #1:.....	48
ORILLIA SOLDIERS’ MEMORIAL HOSPITAL @ HOME TRANSCRIPTION SERVICES	48

LETTER OF UNDERSTANDING #2:	52
RE: Multiple Positions.....	52
LETTER OF UNDERSTANDING #3	54
RE: Part-time Commitment, Shift Distribution and Staffing Guidelines.	54
LETTER OF UNDERSTANDING #4:	58
ORILLIA SOLDIERS' MEMORIAL HOSPITAL @ EMERGENCY CLERKS	58
LETTER OF UNDERSTANDING #5:	59
Re: Seniority Calculation Process – Identical Seniority Dates.....	59
MEMORANDUM OF AGREEMENT.....	61
RE: Clerical Scheduling Agreement	61
APPENDIX A: WAGE RATES	65
WAGE RATES	65

ARTICLE 1 – PURPOSE

- 1.01 It is the express intent of the Parties of the Collective Agreement (hereinafter referred to as the “Agreement”) to maintain harmonious relationship between the Hospital and OPSEU and to cooperate to the fullest extent to support the delivery of the best quality patient care.

ARTICLE 2 – RECOGNITION

- 2.01 The Hospital recognizes Ontario Public Service Employees Union as the exclusive bargaining agent of all office and clerical employees of Orillia Soldiers' Memorial Hospital in the City of Orillia, save and except supervisors, and persons above the rank of supervisor, Administrative Assistants, Human Resources Assistants, IT staff, financial and payroll staff, students and persons for whom any trade union held bargaining rights as of the date of this application.

ARTICLE 3 – DEFINITIONS

- 3.01 A "Full-time Employee" is an employee who is regularly scheduled to work the normal full-time hours referred to in Article 18.01.
- 3.02 A "Regular Part-time Employee" is an employee who is regularly scheduled to work less than the normal full-time hours referred to in Article 18 and who makes a commitment to be available for work on a regular pre-determined basis, as referred to in Article 18 (see LOU#3).
- 3.03 A "Casual Employee" is an employee who is not regularly scheduled to work, but who may be called into work as required in accordance with the availability that they must submit and who has the right to refuse an offer to work, as referred to in Article 18 (see LOU#3).
- 3.04 (a) A "student" is an employee who is hired as an enhancement to the work force and who is attending an educational institution during the regular school year.
- (b) Notwithstanding 3.04 (a) above, students may be used for relief or replacement of OPSEU members only after efforts to fill the position with a qualified bargaining unit member have been exhausted.
- 3.05 The use of volunteers at the Hospital will continue as was the practice on June 28, 2011. It is understood that volunteers currently performing work deemed to be that of the Bargaining Unit will be allowed to continue in that role provided that there is no reduction in hours and/or layoff of any employee in the area affected by the layoff.

- 3.06 "Business days" shall be defined as Monday to Friday, excluding statutory holidays.

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.01 The right to manage and conduct the business of the Hospital resides with the Hospital and its administration except to the extent specifically modified by the provision of this Agreement.

ARTICLE 5 – NO DISCRIMINATION

- 5.01 The Hospital and the Union agree that there will be no discrimination interference, intimidation, restriction or coercion exercised or practiced by any of their representatives with respect to any employee because of her membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising her rights under the Collective Agreement.
- 5.02 The Union agrees that there will be no Union activity, solicitation for membership, or collection of Union dues on Hospital premises or during working hours except with the written permission of the Hospital or as specifically provided for in this Agreement.
- 5.03 The parties agree that there shall be no discrimination within the meaning of the *Ontario Human Rights Code* and as defined by the *Human Rights Code*, against any employee by the Union or the Hospital or by any other employee by reason of race, creed, colour, age, sex, marital status, nationality, ancestry or place of origin, family status, sexual orientation, political affiliation or activity, place of residence or handicap.
- 5.04 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:
1. Violence in the workplace (including Verbal Abuse)
 2. In particular, the local 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 behavior that it 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.

ARTICLE 6 – NO STRIKE NO LOCKOUT

- 6.01 The Union agrees that there shall be no strike and the Hospital agrees that there shall be no lockouts in accordance with the *Hospital Labour Disputes Arbitration Act*. 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 covered by this Agreement an amount equal to the regular monthly Union dues and assessments designated by the Union.
- 7.02 Such dues shall be per pay period and, in the case of newly employed persons, such deductions shall commence on hire.
- 7.03 The amount of the regular monthly dues and assessments shall be those authorized by the Union and the Union shall notify the Hospital of any changes therein and such notification shall be the Hospital's conclusive authority to make the deduction specified.
- 7.04 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 for liabilities arising or resulting from the operation of this article.
- 7.05 The amounts deducted under this article shall be remitted monthly by the 15th of the month following the month in which the deductions were made, to the Union's Accounting Department, electronically, at 100

Lesmill Road, Toronto, Ontario, M3B 3P8 utilizing an employer supplied template. In remitting such dues, the Hospital shall provide a list of employees from whom deductions were made including their social insurance number and address. This deduction will be coded separately and broken down by unit. Also, a list of new hires, discharges, layoffs and recalls shall be included at this time.

- 7.06 The Hospital agrees that a Union representative in the employ of the Hospital shall be allowed a reasonable period, not to exceed fifteen (15) minutes, if required, during regular working hours, to meet new employees during their probationary period. During such, membership forms may be provided to the employee. Such meetings may be arranged collectively or individually for employees by the Hospital as part of the orientation program.
- 7.07 A copy of this Collective Agreement shall be issued by the Union to each employee in the employ of the Hospital and to each employee employed during the term of this Agreement. The cost of preparing such copies shall be borne equally by the Hospital and the Union.
- 7.08 The Hospital will provide the Union with a list of addresses and phone numbers for the membership every April 1st.

ARTICLE 8 – UNION REPRESENTATION

8.01 Union Representatives

- (a) The Hospital agrees to recognize Union stewards to be elected or appointed from amongst employees in the bargaining unit for the purpose of dealing with Union business and or grievances as provided in the Collective Agreement. The Union will provide the Hospital with a list of current Union representatives by January 30th of each year. Changes to this list will be communicated within thirty (30) days of the change.
- (b) It is agreed that Union representatives/stewards have their regular duties and responsibilities to perform for the Hospital and shall not leave their regular duties without first obtaining permission from their immediate supervisor. Such permission shall not be unreasonably withheld. If, in the performance of their duties, a Union representative/steward is required to enter an area within the Hospital in which she is not ordinarily employed, she shall, immediately upon entering such area report her presence to the supervisor in charge and upon leaving report her departure. When resuming their regular duties and responsibilities, such representatives shall again report to their immediate supervisor. A Union representative shall suffer no loss of earnings for time spent during her regular scheduled working hours in attending

grievance meetings with the Hospital, up to but not including arbitration.

- (c) In accordance with this Article, employees shall be compensated by the Hospital at their regular rate of pay for such time as may be spent in meetings with Management Personnel and/or union members, as requested by management, concerning Union/Management relations matters.

8.02 Labour-Management Committee

- (a) Where the parties mutually agree that there are matters of mutual concern and interest that would be beneficial if discussed at a Labour-Management Committee meeting during the term of this agreement, the following shall apply.
- (b) An equal number of representatives of each party, as mutually agreed, shall meet at a time and place mutually satisfactory. A request by either party, for a meeting hereunder, will be made in writing prior to the date proposed and accompanied by an agenda of matters proposed to be discussed. Requests to meet will not be unreasonably declined by either party.
- (c) The purpose of the Committee includes matters of mutual interest to the parties but excludes any matter that is properly a grievance or should be dealt with through the grievance procedure or matters that are more properly the subject of negotiations.
- (d) Any representatives attending such meetings during their regularly scheduled hours of work shall not lose regular earnings for the time spent in attending the meetings.
- (e) It is understood that joint meetings with other Labour-Management Committees in the Hospital may be scheduled concerning issues of mutual interest if satisfactory to all concerned.

8.03 Negotiating Committee

- (a) The Hospital agrees to recognize a Negotiating Committee comprised of five (5) representatives of the Union employed by the Hospital (plus representatives of the Union not employed by the Hospital) for the purpose of meeting with the Hospital to negotiate renewal agreements.
- (b) The Hospital agrees that the members of the Negotiating Committee shall suffer no loss of earnings for time spent during their regularly scheduled working hours in attending such

negotiating meetings with the Hospital up to but not including arbitration.

- (c) The Hospital shall grant unpaid time off to allow Negotiating Committee members to attend caucus meetings and interest arbitration hearings. For any unpaid leave of absence under this provision, salary and applicable benefits shall be maintained by the Hospital and the Union agrees to reimburse the Hospital in the amount of the full cost of such salary and benefits.

- 8.04 The Union may hold meetings with their membership on Hospital premises providing permission has been first obtained from the Hospital for use of the specified location and with the understanding that employees who are scheduled to work shall not be in attendance at said meeting.
- 8.05 The Union shall notify the Hospital, in writing, of the names of the Union representatives, stewards, and/or Committee members and Officers of the local Union appointed or elected, as well as the effective date of their respective appointments and the Hospital shall not be required to recognize any such representatives, stewards, committee members or officers until notified by the Union. In addition all Union representatives, stewards, committee members, and officers must be regular employees who have completed their probationary period.
- 8.06 All reference to Union representatives, committee members and officers in this Agreement shall be deemed to mean Union representatives, committee members or officers of the Local Union unless otherwise indicated.
- 8.07 The Hospital agrees to give representatives of the Union access to the premises of the Hospital for the purpose of attending grievance meetings or otherwise assisting in the administration of this Agreement, provided prior arrangements are made with the Director, Human Resources, or her designate and said union representative must wear an OPSEU Identification badge. Such representatives shall have access to the premises only with the approval of the Director, Human Resources, or her designate, which will not be unreasonably withheld.
- 8.08 It is agreed that on any Hospital Committee that has Union representatives not specifically dealt with herein, there shall be, where management determines it is reasonable and appropriate, at least one (1) Clerical employee representative from the bargaining unit covered by this Collective Agreement.

8.09 Fiscal Advisory Committee

The employer shall ensure that OPSEU Clerical unit shall have a seat on the Fiscal Advisory Committee.

ARTICLE 9 – GRIEVANCE PROCEDURE

9.01 It is mutually agreed that it is the spirit and intent of this Agreement to settle, in orderly procedure, grievances arising from the interpretation, application, administration or alleged contravention of this Agreement. The parties agree that they will endeavour to resolve disputes at the earliest step in the grievance procedure. It is understood that, by mutual agreement, the parties may resolve grievances at any point in the procedure.

9.02 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.

9.03 At the time formal discipline is imposed or at any stage of the grievance procedure, including the complaint stage, an employee is entitled to be represented by her union representative. In the case of suspension or discharge, the Hospital shall notify the employee of this right in advance.

Suspension and dismissal grievances shall be originated at Step 2 of the grievance procedure as set out.

9.04 Informal Stage

It is the mutual desire of the parties hereto that employee concerns shall be resolved as quickly as possible, and it is understood that an employee has no grievance until she has first engaged in resolution discussion with her immediate supervisor. The employee will explicitly advise their supervisor when discussing a concern that they are attempting to resolve it at the informal stage prior to filing a grievance. Such concern shall be discussed with her immediate supervisor within ten (10) business days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee. The immediate supervisor shall have five (5) business days to respond to advise the employee of their ability to resolve the matter and failing settlement within five (5) business days following her immediate supervisor's decision the employee may file a formal grievance at Step 1. It is agreed that "discussion" as set out above may also include communication via email.

Step No. 1

The employee may submit a written grievance, signed by the employee, to his immediate supervisor. The grievance shall be in writing and will 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 immediate supervisor will deliver her decision in writing within five (5) business days following the day on which the grievance was presented to her. Failing settlement, then:

Step No. 2

Within five (5) business days following the written decision under Step No. 1, or within five (5) business days of when the employee ought to have received the written decision the employee may submit the written grievance to the Director, Human Resources, or designate, who will convene a meeting within ten (10) business days of the submission of the grievance at Step 2 unless extended by agreement of the parties. It is understood and agreed that a representative of the Ontario Public Service Employees Union, the griever and steward(s) may be present at the meeting. It is further understood that the Hospital's Director, Human Resources, or designate, may have such other representation as they may desire at such meetings. The decision of the Hospital shall be delivered in writing within five (5) business days following the date of such meeting. Failing settlement refer to Article 9.07.

9.05 Policy Grievance

A complaint or grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated, by either party, at Step No. 2 within ten (10) business days following the circumstances giving rise to the complaint or grievance. A grievance by the Hospital shall be filed with the OPSEU Staff Representative or her designate.

9.06 Group Grievance

Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance in writing signed by each employee who is grieving at Step 2 within ten (10) business days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No.2 and the applicable provisions of this article shall then apply with respect to the processing of such grievance.

9.07 General

The parties agree that probationary employees may be disciplined or discharged by the Employer at its sole discretion during the probationary period subject to statute.

A claim by an employee, who has completed her probationary period, that she has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Hospital at Step No. 2 within five (5) business days after the date the employee is notified of the discharge or suspension.

The Hospital agrees that it will not suspend, discharge, or otherwise discipline an employee who has completed the probationary period without just cause.

9.08 Failing settlement under the foregoing procedure of any grievance between the parties, such grievance may be submitted to arbitration as provided in Article 10 - Arbitration.

9.09 All agreements reached under the grievance procedure between the representatives of the Hospital and the representatives of the Union will be final and binding upon the Hospital and the Union and the employees.

9.10 The time limits set out in the grievance procedure herein 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, subject only to the provisions of Section 48.16 of the *Labour Relations Act* in the Province of Ontario, or as amended from time to time.

9.11 Mediation/Arbitration

Notwithstanding the Arbitration provisions set out in Article 10 the parties may agree to refer any grievance on a case by case basis to a single mediator/arbitrator pursuant to Section 50 of the Ontario Labour Relations Act.

ARTICLE 10 – ARBITRATION

10.01 Failing settlement under the grievance procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitral, either party may submit the matter to arbitration within ten (10) business days after the decision under Step No. 2 of the grievance procedure is given. If no written request for arbitration is received within ten (10) business days after

the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned.

- 10.02 When either party requests that any matter be submitted to arbitration as provided in the foregoing article, it shall make such request in writing addressed to the other party to this Agreement and at the same time name a nominee. Within ten (10) business days thereafter the other party shall name a nominee provided, however, that if such party fails to name a nominee, the Minister of Labour for the Province of Ontario shall have the power to make such an appointment upon application by the party invoking the arbitration procedure. The two nominees shall attempt to select, by agreement, a chair of the Arbitration Board. If they are unable to agree upon such a chair within a period of twenty (20) business days, or such longer period of time that they agree, they shall then request the Minister of Labour for the Province of Ontario to appoint a chair.
- 10.03 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance, unless the parties otherwise agree.
- 10.04 No matter may be submitted to arbitration, which has not been properly carried through all requisite steps of the Grievance Procedure.
- 10.05 The arbitration board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to, or amend any part of this Agreement.
- 10.06 The proceedings of the Arbitration Board will be expedited by the parties hereto and 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 or employees concerned.
- 10.07 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chair of the Arbitration Board.
- 10.08 Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single Arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to the Arbitration Board shall appropriately apply.
- 10.09 The time limits set out in the Arbitration Procedure herein 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.

ARTICLE 11 – ACCESS TO FILES

- 11.01 (a) A copy of any completed evaluation which is to be placed in an employee's file shall be first reviewed with the employee. The employee shall initial such evaluation as having been read and shall have the opportunity to add her views to such evaluation prior to it being placed in her file. It is understood that such evaluation does not constitute disciplinary action by the Hospital against the employee. Further, employees shall be provided with a copy of any written disciplinary letter, or evaluation, to be placed in their personnel file at the time of issuance and likewise the same approach shall apply to the placement of positive documentation.

It is further agreed that any and all employment evaluations will be written and authorized by supervisory staff only.

- (b) Every employee shall have reasonable access to her personnel file, by making an appointment with the Human Resources office, for the purpose of reviewing their evaluations or disciplinary notations or disciplinary correspondence on their personnel file in the presence of the Director of Human Resources or her designate.

- 11.02 At the request of the employee, any letter of discipline will be removed from the record of any employee twenty four (24) months following the receipt of such letter of discipline provided that the employee's record has been discipline free for this time period.

ARTICLE 12 – SENIORITY

- 12.01 A new employee will be considered on probation until he or she has completed a probationary period. An employee who successfully completes their probationary period shall be credited with seniority from their most recent hire date. Full time employees shall be considered to be on probation for a period of 3 months. A part-time or casual employee shall be considered to be on probation for a period of four hundred and eighty seven and one half (487.5) hours worked and shall continue to accrue seniority on the basis of all hours worked. With the mutual agreement of the Hospital and the Union, the probationary period may be extended. It is understood and agreed that any extension to the probationary period will not exceed an additional three (3) months worked (four hundred and eighty seven and one half (487.5) hours for part time employees). An Employee shall retain seniority when changing status providing there is no break in service.

- 12.02 There shall be one seniority list for all full-time employees, one for all part-time employees and casual employees covered by this Collective Agreement who have completed their probationary period. For information purposes only, the names of all probationary employees shall be included in the seniority lists. A copy of the current seniority lists shall be prepared twice annually, posted before the end of the second pay period in January and June each year and a copy provided to the Union Local President.
- 12.03 An employee's full seniority shall be retained by an employee in the event that she is transferred from part-time to full-time or casual, or any combination of such. An employee whose status has changed from full-time to part-time or casual shall receive credit for her full seniority and service on the basis of seventeen hundred and twenty five (1725) hours worked for each year of full-time seniority or service. An employee whose status is changed from part-time or casual to full-time, shall receive credit for her full seniority and service on the basis of one (1) year of seniority or service for each seventeen hundred and twenty five (1725) hours worked. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer. In no case shall an employee's seniority date precede the employee's hire date.
- 12.04 If an employee's absence without pay from the Hospital, including absences under Article 17 Leaves of Absence, exceeds thirty (30) continuous calendar days she will not accumulate seniority or service for any purposes under the Collective Agreement for the period of absence in excess of thirty (30) continuous calendar days, unless otherwise provided, and the employee will become responsible for full payment of any subsidized employee benefits in which she is entitled to participate during the leave of absence. In the case of unpaid approved leaves of absence in excess of thirty (30) continuous calendar days, an employee may arrange with the Hospital to prepay the full premium of any applicable subsidized benefits during the period of leave in excess of thirty (30) continuous calendar days to ensure her continuing coverage.

Notwithstanding this provision, seniority shall accrue for a period of thirty (30) months if an employee's absence is due to disability resulting in WSIB benefits or LTD benefits, including the period of the disability program covered by Employment Insurance.

Notwithstanding this provision, seniority will accrue and the Hospital will continue to pay the premiums for benefit plans for employees for a period up to seventeen (17) weeks (which includes the two (2) week Employment Insurance waiting period) while an employee is on pregnancy leave under Article 17.06 and for a period of up to thirty-five (35) weeks while an employee is on parental/adoption leave under Article 17.07.

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

- (a) leaves of her own accord or retires;
- (b) is discharged and the discharge is not reversed through the grievance or arbitration procedure;
- (c) has been laid off for twenty-four (24) calendar months;
- (d) refuses to work or return to work during an emergency which seriously affects the Hospital's ability to provide adequate patient care, unless a satisfactory reason is given to the Hospital;
- (e) is absent for a period of three (3) consecutive scheduled shifts without notifying the Hospital of such absence and providing a satisfactory reason to the Hospital;
- (f) fails to return to work upon termination of an authorized leave of absence without providing a satisfactory reason to the Hospital, or utilizes the leave of absence for purposes other than that for which the leave was granted;
- (g) fails upon being notified of a recall to signify her intention to return within five (5) business days after she has received the notice of recall mailed by registered mail to the last known address according to the records of the Hospital and fails to report to work within five (5) business days after she has received the notice of recall or such further period of time as may be agreed upon by the parties. It is the responsibility of the employee to provide the Hospital with a current address;
- (h) is a casual employee and has been inactive for six (6) months, except where on an approved leave of absence.

12.06 Job Vacancies

- (a) 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 by the Hospital for a period of seven (7) business days. Postings may be simultaneously posted for internal and external applicants. Selection will be based upon the factors set out in Article 12.06 (c). Employees in this bargaining unit will make written application which must include a cover letter specific to the position and a current resume for such vacancy within the seven (7) day period the position is posted. Subsequent vacancies created by the filling of a posted vacancy are to be posted for seven (7) consecutive days. Job vacancies shall be posted.

The Hospital agrees that it shall post permanent vacant positions within thirty (30) business days of the position becoming vacant, unless the Hospital notifies the Union of its intention to eliminate the position.

- (b) An employee who is going to be absent for more than seven (7) calendar days but less than thirty (30) calendar days may submit an application, in accordance with the requirements of Article 12.06 (a), to the Hospital for vacancies which may arise during the period of absence.

The name of the successful applicant will be posted, with a copy provided to the Union.

- (c) Internal qualified applicants shall be considered for a vacancy before an external applicant is hired. Consideration is not a guarantee of an interview. Employees shall be selected on the basis of their skill, ability, experience and qualifications. Where skill, ability, experience, and qualifications are relatively equal amongst the internal applicants considered, seniority of the applicants shall prevail, providing the successful applicant, if any, is qualified to perform the available work. The successful internal applicant shall be allowed a trial period of up to two hundred and twenty five (225) hours, during which the Hospital will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned by the Hospital, to the position formerly occupied, without loss of seniority. The employee will be returned to his or her former position at his or her former salary or rate of pay, as will any other employee in the Bargaining Unit who was promoted or transferred by reason of such placing. In the event that the individual was an external hire, they would be discharged within their probationary period, without grievance.

The vacancy resulting from the posting may be filled on a temporary basis until the trial period is completed. A voluntary return will only be permitted once in a two-year period.

- (d) Vacancies which are not expected to exceed six (6) months may be filled at the discretion of the Hospital in accordance with Article 18.01(g). Where part-time employees fill temporary full-time vacancies, such employees shall be considered regular part-time. Upon completion of the temporary vacancy, the employee shall be reinstated to her former position, unless the position has been discontinued, in which case she shall be placed in a comparable vacant position for which they are qualified to perform. In the absence of this, relevant layoff provisions will apply. In the event

that an employee requires placement, the posting requirements under 12.06 will not apply.

- (e) The Hospital shall have the right to fill any permanent vacancy on a temporary basis until the posting procedure (including an application submitted under Article 12.06 (b)) herein has been complied with and arrangements have been made to permit the employee selected to fill the vacancy to be assigned to the job.
- (f) Should a grievance be submitted or filed as a result of posting or filling of a posting, the posting will be considered temporary until the grievance is resolved.
- (g) An employee selected as a result of a posted vacancy need not be considered for a further permanent vacancy for a period of up to six (6) months from the date of her selection, unless selection for the subsequent vacancy would result in promotion or increase in wage rate.
- (h)
 - (i) The posting shall stipulate, if known, the worksite (or worksites if applicable), department, classification, qualifications and shift, and wage rates, it being understood that employees must be available for all shifts including weekends where applicable.
 - (ii) The Employer will provide a copy of all job postings to the Union steward as designated at each site.

12.07 Temporary Projects

If, after following the procedures set out in Article 12.06 a vacancy exists, with the mutual consent of the Hospital and the Union, an employee may be hired for a specified term to replace an employee on leave or to perform a special non-recurring task. Such employee will not be required to serve a probationary period or permitted to exercise seniority.

Prior to the hiring, the Hospital will outline to the employee expected to fill such temporary vacancy the circumstances giving rise to the vacancy and the special conditions relating to such employment period.

The release or discharge of such temporary employee during or at the expiry of the term for which she was hired shall not be the subject of a grievance or arbitration.

Where short term opportunities present themselves, employee(s) in the department will be invited to submit an expression of interest before new hires are considered.

However, none of the above shall preclude the temporary person from using the job posting provision under Article 12.06. It being understood that the temporary person has no seniority to exercise. Any successful applicant who has completed her probation period will be credited with the appropriate seniority.

- 12.08 (a) An employee who is transferred to a position outside of the bargaining unit shall, subject to (b) below, retain, but not accumulate, her seniority held at the time of the transfer. In the event the employee is returned to a position in the bargaining unit within one (1) year she shall be credited with the seniority held at the time of transfer and resume accumulation from the date of her return to the bargaining unit.
- (b) In the event that an employee is transferred to a position outside of the bargaining unit under (a) above for a specific term or task which does not exceed a period of six (6) months or an academic year and is returned to a position in the bargaining unit, she shall not suffer any loss of seniority, service or benefits. It is understood and agreed that an employee may decline such offer to transfer and that the period of time referred to above may be extended by agreement of the parties.
- 12.09 The parties recognize their joint responsibility under the Ontario Human Rights Code and their duty to accommodate. Following consultation, if an employee is assigned to a position as a result of a duty to accommodate such assignment shall not be considered a violation of any provisions of this Collective agreement.
- 12.10 For seniority and job vacancy provisions regarding Layoff and Recall see Article 15.03

ARTICLE 13 – CONTRACTING OUT

- 13.01 (a) 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 lay-off of any employees other than casual part-time employees results from such contracting out.
- (b) 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 who the work is contracted, and any subsequent such contractor agrees:
- (i) to employ the employees thus displaced from the Hospital;
and

- (ii) in doing so to stand, with respect to that work, in the place of the Hospital for the purposes of the Hospital's collective agreement with the Union, and to execute 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 aforesaid terms of the contracting out agreement.
- (c) Employees not covered by the terms of this Agreement will not perform duties normally assigned to those employees who are covered by this Agreement, except for the purposes of instruction, experimentation or in emergencies when regular employees are not readily available.

ARTICLE 14 – RESTRUCTURING

- 14.01
- (a) Prior to the implementation of a restructuring plan which may affect the bargaining unit, the Hospital agrees to involve the Union from early phases through to the final phases of the process.
 - (b) A committee shall meet to consider possible ways and means of avoiding or minimizing potential adverse effects of the restructuring upon employees in the bargaining unit, including:
 - (i) identifying and proposing possible alternates to any action that the Hospital may propose taking;
 - (ii) identifying and seeking ways to address the retraining needs of employees;
 - (iii) identifying vacant positions within the Hospital for which surplus members of the bargaining unit might qualify, or such positions which are currently filled but which are expected to become vacant within a twelve (12) month period.
 - (c) Composition and Meetings of the Committee

The Committee shall be comprised of equal numbers of representatives of the Hospital and the Union. The number of representatives shall consist of three (3) from each party.

Any agreement between the Hospital and the Union resulting from deliberations of this Committee concerning the method of implementation will take precedence over the other provisions of this Agreement. Any agreement reached by the Parties must be ratified by both the bargaining unit and the Hospital.

Meetings of the Committee shall be held during normal working hours or at other mutually agreeable times. Representatives attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

Each Party shall appoint a co-chair for the Committee. Co-chairs shall chair alternate meetings of the Committee and will be jointly responsible for establishing the agenda of the Committee meetings.

(d) Disclosure

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

(e) Accountability

The Committee shall submit its written recommendations to the Director, Human Resources, of the Hospital. Where there is no consensus within the Committee, the individual members of the Committee shall be entitled to submit their own recommendations. Any agreement between the Hospital and the Union resulting from the above review concerning the method of implementation will take precedence over the other provisions of this Agreement.

ARTICLE 15 – LAYOFF

15.01 Notice of Layoff

(a) Union

There shall be at least five (5) months' notice to the Union in the event of a proposed layoff of a permanent or long-term nature.

(b) Members of the Bargaining Unit

In the event of a layoff of a permanent or long-term nature (that is, no longer working for the Hospital for a period of more than thirteen (13) weeks), the Hospital will provide each employee in the bargaining unit who is to be laid off, with two (2) weeks' notice for each year of service to a maximum of twelve (12) weeks, provided the affected employee has more than twelve (12) months service. Employees with less than twelve (12) months service will be entitled to notice in accordance with the provisions of the Employment Standards Act. A copy of any notice of layoff

to an employee will be provided to the Union at the same time. Where a proposed layoff results in the subsequent displacement of any members of the bargaining unit (see Article 12.10), the original notice to the Union provided in (a) above shall be considered notice to the Union of any subsequent layoff. Notwithstanding the above, any displaced employee shall receive a minimum of two (2) weeks' notice of layoff or reassignment.

15.02 Severance and Retirement Options

(a) Severance Pay

- i) Within thirty (30) days from the date of notice of layoff provided above, an Employee with more than twelve (12) months service with the Hospital who has received notice of layoff of a permanent or long term nature may resign, forfeiting the right to notice. Such employee shall be entitled separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of sixteen (16) weeks' pay. Once an employee opts to receive a severance payment, she shall be deemed to have resigned and her recall rights shall be extinguished.
- ii) Where an employee with more than twelve (12) months service with the Hospital resigns later than thirty (30) days after receiving notice pursuant to Article 15.01 that her position will be eliminated, she shall be entitled to a separation allowance of four (4) weeks' pay.

(b) Retirement Allowance

Within thirty (30) days from the date of notice of layoff provided above, an employee who has received notice of layoff of a permanent or long-term nature may retire provided that the employee is eligible to retire under the terms of the Hospitals of Ontario Pension Plan. An employee who chooses this option forfeits her right to notice and will receive severance pay on the basis of two (2) weeks' pay for each year of service with the Hospital to a maximum of twenty-six (26) weeks, on the basis of the employee's normal weekly earnings.

NOTE: The Hospital may offer any employee a retirement option as provided above, in order to avoid potential layoffs in the unit.

(c) Recall List/Delayed Severance

A full-time or regular part-time employee who has completed one (1) year of service and:

- i) whose layoff is permanent, or
- ii) who is laid off for twenty six (26) weeks in any fifty two (52) week period and who has not elected to receive a severance payment under either article (a) or (b) of this article, shall be entitled to severance pay equal to the greater of two (2) weeks' pay, or one (1) weeks' pay per year of service to a maximum of twenty six (26) weeks' pay. This entitlement shall include any entitlement to severance pay under the Employment Standards Act, but at the same time shall not preclude an employee from claiming any greater entitlement which that Act may at some point come to provide.

An employee may elect to defer receipt of this severance payment while her recall rights are still in effect. Once an employee does opt to receive the severance payment, she shall be deemed to have resigned and her recall rights shall be extinguished.

15.03 Layoff and Recall

- (a) In the event of a layoff that exceeds two (2) weeks, the least senior employee in a classification within the department affected shall be laid off first. An employee subject to layoff may displace the least senior employee in an equal or lower paying classification, within the department first then throughout the Hospital, provided that the displacing employee is qualified to perform the available work with no training other than a thirty-seven and a half hour (37.5) familiarization period. Any additional time requested shall be granted as would typically be accorded to a new employee up to an additional thirty-seven and a half (37.5) hours familiarization period. Full-time employees may displace full-time employees, except that the least senior full-time employee may displace a regular part-time employee with less seniority. Regular part-time employees may only displace other regular part-time or casual employees. In the event, and in accordance with the above, if there are no employees with lesser seniority in the same or lower or identical-paying classifications, 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 a classification where the maximum straight-time hourly rate is within ten percent (10%) below the laid-off employee's maximum straight-time hourly rate and provided that the displacing employee is qualified to perform the available work with no training other than the familiarization period.

- (b) Where a vacancy occurs in a position following a layoff of that position, the affected employee will be offered the opportunity to return to this former position providing such vacancy occurs within six (6) months of the date of layoff.

Where the employee returns to her former position, the Hospital shall not be required to post the vacancy. Where the employee refuses the opportunity to return to her former position she shall advise the Hospital in writing and she shall no longer have any automatic right to fill the vacancy.

- (c) No reduction in the hours of work of full time employees shall take place to prevent or reduce the impact of a layoff without the consent of the Union.
- (d) All qualified regular part-time and full-time employees who are laid off for not more than twenty-four (24) calendar months, (i.e., no longer working for the Hospital), will be given a job opportunity in the full-time and regular part-time categories before any new qualified employee is hired into either category.
- (e) No new employee will be hired into a classification as long as an employee is laid off from that classification.
- (f) Employees on layoff or notice of layoff shall be given preference for temporary vacancies, if qualified, 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.
- (g) No full-time employee within the bargaining unit shall be laid off by reason of his duties being assigned to one (1) or more part-time, casual or student employee.
- (h) In the event that a layoff commenced on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall not be dis-entitled thereto solely because of the day on which the layoff commenced.

15.04 In the event of a layoff of a full-time employee, the Hospital shall pay its share of insured benefits premium up to three (3) months from the end of the month in which the layoff occurs or until the laid off employee is employed elsewhere, or resigns in writing, whichever occurs first, provided that the employee pays her share of any benefit premiums. It is further agreed that an employee who desires to maintain their benefits for up to an additional three (3) months may do so if they pay the full premium costs of such coverage.

15.05 Voluntary Exit Options/Early Retirement Option

- (a) Before issuing notice of long term layoff pursuant to Article 15.01, and following notice pursuant to Article 15.01, the Hospital will make offers of early retirement allowance with the following conditions:
 - i) The Hospital will first make offers in order of seniority in the departments(s) and in classifications where layoffs would otherwise occur. The Hospital will offer the same number of early retirements as the number of layoffs it would otherwise make.
 - ii) The Hospital will make offers to employees eligible for early retirement under the Hospital pension plan (including regular part-time, if applicable).
 - iii) If no employees on the unit affected accept the offer, the Hospital will then extend the offer to other employees in the same classification as that being affected in the bargaining unit in order of seniority.
 - iv) The number of early retirements the Hospital approves will not exceed the number of employees in that classification who would otherwise be laid off.
 - v) An employee who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of two (2) weeks' salary for each year of service, to a maximum ceiling of twenty-six (26) weeks' salary.
- (b) If after making offers of early retirement, individual layoff notices are still required, the Hospital will offer voluntary exit option(s) in accordance with the following conditions:
 - i) The Hospital will first make offers in the classifications within department(s) where layoffs would otherwise occur. If more employees than 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 early exit option, if the

employees remaining are not qualified to perform the available work.

- iv) The number of voluntary early 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 early 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.
- v) An employee who elects a voluntary early 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 twenty-six (26) weeks' pay.

ARTICLE 16 – ORIENTATION AND IN-SERVICE

- 16.01 The Hospital recognizes the need for a Hospital orientation of such duration as it may deem appropriate taking into consideration the needs of the Hospital and the employees involved.
- 16.02
 - (a) In the event the employer holds a mandatory in-service, all employees will be expected to attend and will be paid at their regular hourly rate for all time spent in the in-service. When an employee is required by the Hospital to attend courses outside of her regularly scheduled working hours she shall be paid for all time spent in attendance at such courses at her regular straight time hourly rate of pay, however for not less than three (3) hours minimum.
 - (b) In the event the employer requires attendance at a staff meeting, all employees will be expected to attend and will be paid at their regular hourly rate for all time spent in the meeting. Otherwise meetings will be voluntary. Meeting notes will be taken and made available.
- 16.03 Where new computers and/or software is introduced into the workplace which employees are required to utilize in the course of their duties, the Hospital agrees that necessary training will be provided at no cost to the employees involved. Such training would be considered mandatory in-servicing.
- 16.04 Employees recalled from layoff and employees transferred to another department on a permanent basis shall be provided with a familiarization period by the Hospital, which shall not be less than as set out in Article 15.03(a).

- 16.05 The Hospital shall notify the Union in advance, so far as is practicable, of any technological changes which the Hospital has decided to introduce which will significantly change the status of an employee within the bargaining unit. The Hospital shall provide at no cost to affected employees any required training. The Hospital further agrees to discuss with the Union the effect of such technological changes on the employment status of the employees and to consider practical ways and means of minimizing the adverse effect, if any, on the employees concerned. This discussion may include a review of the classification of positions impacted by said technological change. Where new or greater skills are required by the Employer, than are already possessed by affected employees under the present methods of operation, such employees shall be given a period of training, with due consideration being given to the employee's previous educational background, during which they may perfect or acquire the skills necessitated by the newer method of operation. The employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six (6) months.

ARTICLE 17 – LEAVES OF ABSENCE

- 17.01 Written requests for a personal leave of absence without pay shall be submitted to the employee's immediate supervisor and will be considered on an individual basis. Such requests are to be given as far in advance as possible, except in cases of emergency. A written response will be given within seven (7) days, except in cases of emergency, in which case the reply will be given as soon as possible. Leave of absence approval is at the sole discretion of management. Such leave shall not be unreasonably withheld.

17.02 Leave, Union Business

The Hospital agrees to grant leave of absence, without pay, to employees selected by the Union to attend union business, including but not limited to conferences, conventions, and provincial meetings. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Hospital and the Union agrees to reimburse the Hospital for the salary and benefits. The Hospital will bill the Union within a reasonable period of time.

Requests for Union leave will be subject to the following:

- (a) The Union will notify the Hospital in writing as far in advance as possible prior to the posting of the schedule during which such leave is requested;

- (b) No more than eight (8) employees shall be absent on such leave at any one time; and
- (c) No more than one (1) employee shall be absent on such leave from any one (1) department in any one (1) site at the same time, unless there are other staff readily available, in which case additional employees may be absent on such leave from the same department at the same time.
- (d) Seniority and service shall continue to accumulate for any employee absent under this clause.

17.03 Leave, Union Executive Board

An employee, who is elected to the Executive Board of the Union, shall be granted leave of absence without pay. There shall be no more than one (1) employee off at the same time under this clause. Leave of absence under this provision shall be in addition to the Union leave provided in Article 17.02 above. During leave for meetings of the Executive Board of the Union, the employee's salary and applicable benefits shall be maintained by the Hospital and the Union agrees to reimburse the Hospital in the amount of the full cost of such salary and applicable benefits. Seniority and service shall continue to accumulate for any employee absent under this clause.

17.04 Bereavement Leave

It is understood that the application of this Article shall be as defined in the Family Law Act.

An employee who notifies the Hospital as soon as possible following a bereavement, shall be granted three (3) consecutive working days off without loss of her regular pay for her scheduled hours in conjunction with the day of the funeral or a memorial service of a parent, spouse, child and/or step child (four (4) consecutive working days off effective July 1, 2013). An employee who notifies the Hospital as soon as possible following a bereavement, shall be granted three (3) consecutive working days off without loss of her regular pay for her scheduled hours in conjunction with the day of the funeral or a memorial service of an immediate family member. For the purpose of this article "Immediate family" shall have the definition of step parent, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandparent, or grandchild. In the event the funeral or memorial service of the immediate family member is held at a later date the employee may choose to retain a portion of the above entitlement.

"Spouse" for the purposes of bereavement leave will include a partner of the same sex.

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

All other types of compassionate leave may be authorized at the discretion of the Hospital. Furthermore, where an employee does not qualify under the above noted conditions, the Hospital may, nonetheless, grant a paid bereavement leave.

The Hospital will discuss with the employee all other options available which would enable the employee to extend their leave i.e. vacations, personal leave, etc.

17.05 Jury and Witness Duty

If an employee is required to appear for jury selection, or to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the crown is a party, or 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, the employee shall not lose regular pay because of such attendance and shall not be required to work the day of such duty provided that the employee:

- (a) notifies the Hospital immediately on the employee's notification that she will be required to attend;
- (b) presents proof of service requiring the employee's attendance;
- (c) deposits with the Hospital the full amount of compensation received excluding mileage, traveling and meal allowances and an official receipt where available.

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 her regularly scheduled day off or during her regularly scheduled vacation, the Hospital will attempt to reschedule the employee's regular day off or vacation period, it being understood that any re-scheduling shall not result in the payment of 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.

17.06 Pregnancy Leave

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

- (b) The employee shall if possible give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least four (4) weeks in advance thereof. The employee shall be reinstated to her former position unless the position has been discontinued in which case she shall be given a comparable job. This clause shall not apply in the case of an employee who is subject to layoff as provided in Article 15.
- (d) An 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 the Employment Insurance Act shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the one (1) week unpaid Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours. The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

17.07 Parental/ Adoption Leave

- (a) An employee who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the Employment Standards Act, except where amended by this provision.
- (b) An employee who has taken a pregnancy leave under Article 17.06 is eligible to be granted a parental leave of up to thirty-five (35) weeks duration, in accordance with the Employment Standards Act.

An employee who is eligible for a parental leave who is the natural father or is an adoptive parent may extend the parental/adoption leave for an additional period so that the total length of the parental/adoption leave does not exceed thirty-five (35) weeks, consideration being given to any requirements of adoption authorities.

In cases of adoption, the employee shall advise the Hospital as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing. At the time a parental/adoption leave is requested, the employee must give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.

The employee shall reconfirm their intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least four (4) weeks in advance of the date of return.

- (c) The employee shall be reinstated to her former position, unless the former position has been discontinued in which case she shall be given a comparable job. This clause shall not apply in the case of an employee who is subject to layoff as provided in Article 15.
- (d) An employee who is on parental/adoption leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 20 of the Employment Insurance Act shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eighty four percent (84%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the one (1) week unpaid Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

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

17.08 Education Leave

- (a) Leave of absence, without pay for the purposes of further education directly related to employment with the Hospital may be granted on written application by the employee to their manager or designate. Leave of absence approval is at the sole discretion of management. Such leave shall not be unreasonably withheld.
- (b) If required by the Hospital, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade her employment qualifications. Where employees are required by the Hospital to take courses to upgrade or acquire new employment qualifications, the Hospital shall pay the full costs associated with the courses.
- (c) Leave of absence without loss of regular earnings from regularly scheduled hours for the purpose of attending short courses, workshops or seminars directly related to the employee's employment at the Hospital may be granted at the discretion of the Hospital upon written application by the employee to their manager or designate. Such leave shall not be unreasonably withheld.
- (d) The Employer shall continue to support Health Record Technicians in obtaining their required continuing educational credits. This support may include participation in: OSMH educational sessions; rounds; or at the discretion of management, and with prior approval, paid time off and registration costs for offsite sessions.

17.09 Pre-Paid Leave Plan

The Hospital agrees to introduce a pre-paid leave program, funded solely by the employee, subject to the following terms and conditions.

- (a) The parties agree to maintain the plan to reflect regulations of the Canadian Revenue Agency (CRA).
- (b) The employee must make written application to the Director of Human Resources or his designate at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.

- (c) The number of employees that may be absent at any one time shall be no more than two (2), with no more than one (1) per department. The year for purposes of the program shall be September 1 of one (1) year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the employees the local Union and the Hospital.
- (d) Written applications will be reviewed by the Director of Human Resources or designate. Leaves requested for the purpose of pursuing further formal education will be given priority. Applications for leaves required for other purposes will be given the next level of priority on the basis of seniority. Applicants will be notified of their preliminary approval.
- (e) During the four (4) years of salary deferral, twenty per cent (20%) of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to her until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Hospital.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Hospital and the employee.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which she is participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan. The employees will not be eligible to participate in the disability income plan during the year of leave.
- (i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months' notice is given to the Director of Human Resources, subject to Revenue Canada guidelines. Deferred salary, plus accrued interest, if any, will be returned to the employee, within a reasonable period of time.
- (j) If the employee terminates employment, the deferred salary held by the Hospital plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.

- (k) The Hospital will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. If, after a period of postponement, a suitable temporary replacement cannot be found, the Hospital will have the option of considering a further postponement or of collapsing the plan. The Hospital will give the employee as much notice as is reasonably possible of such postponement or collapse. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time, or of withdrawing from the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to her within a reasonable period of time.
- (l) Subject to any changes to the employee's status which would have occurred during the period of the leave, the employee shall be reinstated to her former position unless the position has been discontinued, in which case she shall be given a comparable position. This clause shall not apply in the case of an employee who is subject to layoff as provided in Article 15.
- (m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Hospital in order to authorize the Hospital to make the appropriate deductions from the employee's pay. Such agreement will include:
 - (i) A statement that the employee is entering the pre-paid leave program in accordance with Article 17.09 of the Collective Agreement.
 - (ii) The period of salary deferral and the period for which the leave is requested.
 - (iii) The manner in which the deferred salary is to be held. The letter of application from the employee to the Hospital to enter the pre-paid leave program will be appended to and form part of the written agreement.
 - (iv) Employees must return to work for at least as long as the leave period, in order to avoid tax penalties being imposed by Revenue Canada.

17.10 Additional Leaves of Absence

The parties recognize and agree that the *Employment Standards Act* as amended sets out additional leaves of absence that apply to all employees, including but not limited to leaves for critical illness, family

care giver, leave for miscarriage/stillbirth, pregnancy/parental leave changes, crime related child disappearance or child death leave, and leaves for domestic or sexual violence.

ARTICLE 18 – HOURS OF WORK

- 18.01 (a) Full-time employees employed on a Monday through Friday schedule shall average five (5) days per week or thirty-seven and one half (37-1/2) hours per week. The normal daily shift for a full-time employee shall be seven and one-half (7.5) hours in any twenty-four (24) hour period exclusive of an unpaid one-half (1/2) hour meal period subject to 18.01 (e).

Full time employees who work on a rotating schedule (including weekends) shall average ten (10) shifts, seventy five (75) hours, over the scheduling cycle. It is understood the Employer retains the right to alter the schedule provided the Union and the Employees are given four (4) weeks' notice.

- (b) Full time employees who are regularly scheduled to work a shift of more than seven and one half (7.5) hours shall be covered as set out in Memorandum of Agreement for Alternate Extended Tour Arrangements.
- (c) The Hospital shall endeavour to schedule all Regular part-time employees an average of forty-five (45) hours per pay period where the work is available. The Hospital shall not be required to offer or schedule a shift where it would result in premium pay.

Additional hours that become available after the schedule is posted, and all regular part time employees have been scheduled an average of forty-five (45) hours in the pay period, shall be distributed on a rotational basis amongst part-time employees in the department who are qualified and able to perform the work and who have submitted their availability for extra shifts.

Rotational basis shall be understood to mean that the first available shift will be offered to the most senior employee in the department. The next available shift shall be offered to the second most senior person in the department. This will proceed continuously.

Part time staff are to be available to work a minimum of three (3) shifts per week, where the work is available, subject to authorized vacation leave or any other leave as provided for under this collective Agreement or statute.

Availability will include all three (3) shift rotations, (days, evenings, nights) including weekends, if applicable;

Availability will include work as scheduled on any shift rotation on either;

December 25 and 26, or December 31 and January 1 as per Article 20.08 – Paid Holidays.

A shift offered and/or declined is unpaid and considered a shift worked for the purpose of equitable rotation.

The Hospital shall offer additional shifts authorized at overtime first to full-time employees, then part-time employees and then casual employees within the department.

- (d) Employees shall be entitled to a fifteen (15) minute rest break for each three and three-quarter (3-3/4) hours worked. Rest breaks shall be scheduled by the Hospital and may be subject to operational requirements.
- (e) Where a supervisor requires an employee to continue to work during the normal meal break in order to meet operational requirements, the supervisor shall endeavour to schedule their meal break at an alternate time during the shift. In the event the Hospital is unable to provide the employee with an alternate time for a meal break, the employee shall be paid time and one-half (1-1/2) her regular straight time hourly rate for all time worked in excess of her normal daily hours.
- (f) Full time employees shall be scheduled for every other weekend off. Part-time employees shall be scheduled three (3) weekends off for every six (6) week schedule and four (4) weekends off for every eight (8) week schedule. Failure to schedule employees as set out in this Article shall result in payment of one and one-half (1 ½) times the employee's hourly rate. The above will not apply to alternate shift schedules which are subject to a Memorandum of Agreement for Alternate Tour Arrangements. It is understood that shifts that are picked up as the result of a mutually agreed swap with another employee are not subject to this provision. It is further understood that if weekend work is scheduled to satisfy a specific request for time off by said employee it shall be paid at the regular hourly rate. There will be no pyramiding as stated in Article 19.02.
- (g) Employees classified as casual may be scheduled in advance when required by the Hospital for the purpose of filling predictable backfilling situations provided that there is no Regular Part-time qualified employee available in the department and provided that

if there is a qualified available Regular Part-time employee in the department they would not be in an overtime situation. Please see LOU #3 for more information.

18.02 Prior to making any changes to the current starting and stopping times, the Hospital will discuss the change with the Union. Notwithstanding the above, any employee may request to meet to discuss a possible change in work schedule or location.

18.03 Schedules shall be posted at least four (4) weeks in advance of the date the schedule takes effect. It shall be the responsibility of the employee to consult the posted work schedule. If less than twenty-four (24) hours' notice of a cancellation in the posted scheduled shift is given to the employee, the employee shall be paid at time and one half (1 ½) the employee's regular straight time hourly wage for all hours worked on the next shift that the employee works. This article shall not apply to shifts that are additional shifts after the schedule has been posted nor to situations in which reporting pay applies.

A request for mutual exchange for a shift, as set out in the posted time schedule, must be submitted in writing at least forty-eight (48) hours in advance of the exchange, where possible, and signed by the employee requesting the exchange and the employee agreeing to the exchange. It is understood and agreed that such request for exchange shall be subject to the prior approval of the employee's supervisor or designate, shall not result in any premium payment, and must be consistent with the terms of the Collective Agreement.

Where an employee cannot secure a mutual exchange of shift, the employee shall discuss their request with their supervisor or designate in an effort to find a mutually agreeable solution.

18.05 Nothing in this article shall be deemed to be a guarantee of hours of work per day or of days of work per week for Part Time and Casual employees.

18.06 The Employer will endeavour not to schedule the commencement of a shift within twelve (12) hours of the completion of the employee's previous shift. If an employee is required to work before twelve (12) hours have elapsed the employee shall be paid time and one half (1 ½) for those hours that fall within the twelve (12) hour period.

18.07 Flexible Scheduling

The parties agree that innovative schedules may be developed in order to improve quality of working life, ensure adequate staff resources and support cost efficiency. The parties agree that such innovative schedules may be developed by mutual agreement. These schedules may pertain to full-time or part-time employees.

18.08 Daylight Savings Time

Where there is a change to Daylight Savings from Standard Time or vice versa, an employee who works their scheduled shift shall be paid in accordance with the scheduled shift, notwithstanding the actual hours worked.

18.09 It is understood that any of the above scheduling regulations may be waived by mutual consent of the parties to this collective agreement.

ARTICLE 19 – PREMIUM PAYMENT

19.01 (a) An employee required to work more than seven and one-half (7 ½) hours in a day or more than thirty-seven and one-half (37 ½) hours per week averaged over the scheduling cycle shall receive an overtime premium of one and one-half (1 ½) times her regular straight time hourly rate of pay. Nothing herein will disentitle the employee to payment of the normal shift differential provided herein. For the purpose of clarity, a full-time employee who is required to work on her scheduled day off shall receive overtime premium of one and one-half (1-1/2) times her regular straight time hourly rate.

(b) An employee employed on a seven and one half (7 ½) hour shift rotation who works more than seven and one half (7 ½) hours per shift or more than seventy five (75) hours per two (2) week pay period shall receive overtime premium for all such excess hours worked.

(c) Authorized overtime will be paid for scheduled shifts in excess of seven (7) consecutive days where shift work is involved until a day off is scheduled.

(d) An employee ordered in to work at the explicit request of her department manager or designate shall be entitled to premium pay and such shift shall be assigned on a rotational basis in accordance with 18.01 (c).

19.02 No Pyramiding

Overtime premium will not be duplicated nor pyramided nor shall other premiums be duplicated nor pyramided nor shall the same hours worked be counted as part of the normal work week and also as hours for which the overtime premium is paid.

19.03 Notwithstanding the foregoing, overtime will not be paid for additional hours worked during a twenty-four (24) hour period either as a result of a change in shift on the request of an employee or a changeover to

daylight savings from standard time or vice versa, or an exchange of shifts by two employees, or as a result of Article 18.07.

- 19.04 Where an employee is required to work authorized overtime in excess of her scheduled hours on a paid holiday or ordered in to work on a paid holiday, such employee shall receive twice her regular straight time hourly rate for such authorized overtime.
- 19.05 An employee who is required to remain available for duty on standby outside her regularly scheduled working hours shall receive standby pay in the amount of two dollars and seventy-five cents (\$2.75) per hour for the period of standby scheduled by the Hospital. Standby pay shall, however, cease where the employee is called in to work and works during the period of standby.
- 19.06 Where an employee has completed her regularly scheduled shift, and left the Hospital and is called in to work within eight (8) hours of the completion of the shift, she shall receive time and one-half (1-1/2) times her regular straight time hourly rate of pay for all hours worked with a minimum guarantee of four (4) hours work, except to the extent that such four hour period overlaps or extends into her regularly scheduled shift. In such a case, she will receive time and one-half (1-1/2) times her regular straight time hourly rate of pay for actual hours worked up to the commencement of her regular shift.
- 19.07 (a) A full-time and part-time employee will not accumulate/bank overtime more than thirty-seven and one half (37 ½) hours maximum straight time regular hours in his/her bank at any one (1) time. Such time off will be scheduled at a mutually agreed time between the manager and the employee. Any hours above identified maximums will be paid out in the pay period following accumulation.
- (b) Banked overtime may be used from June 15 to September 15, if there is prime vacation time available in accordance with Article 21.03(a). Banked overtime will not take precedent over legitimate vacation requests. Once posted, authorized banked time off cannot be displaced by vacation request.
- (c) Banked overtime cannot be substituted for vacation that has already been requested and approved.
- 19.08 Effective April 1, 2012, an employee shall be paid a shift premium of one dollar and twenty cents (\$1.20) per hour for each hour worked which falls outside the hours of 0700 to 1500 provided that such hours worked exceed two (2) hours if worked in conjunction with the day shift. Shift differential will not form part of the employee's straight time hourly rate.

- 19.09 An employee who works a second consecutive shift shall be entitled to the normal rest periods and meal period for the second shift and shall be provided with a six dollar (\$6.00) meal allowance. Other employees required to work three (3) hours or more overtime immediately following the completion of a full shift shall, after the three (3) hours, receive normal rest periods and shall be provided with a six dollar (\$6.00) meal allowance.
- 19.10 Effective April 1, 2012, an employee shall be paid a weekend premium of one dollar ten cents (\$1.10) per hour for each hour worked between 1900 hours Friday and 0700 hours Monday.
- 19.11 When the Employer requires an employee to carry a pager, the pager will be provided at no cost to the employee.
- 19.12 When orientation and training of employees is assigned to members of the bargaining unit, it will be shared among employees who are qualified to do so. The Employer shall provide the trainer with 24hrs notice, where possible.
- 19.13 Effective April 1, 2012, where the Hospital temporarily assigns an employee to carry out the assigned responsibilities of a higher classification or of a classification outside the bargaining unit for a period of one shift, the employee shall receive an allowance of one dollar and twenty cents (\$1.20) for each hour that the employee works performing the assigned responsibilities.
- 19.14 Effective April 1, 2012, evening shift premium 1500 – 2300 is one dollar and twenty cents (\$1.20) per hour.

ARTICLE 20 – PAID HOLIDAYS

- 20.01 An employee who otherwise qualifies under Article 20.02 hereunder shall receive the following as paid holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	Plus one float

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

- (a) legitimate illness or accident as evidenced by appropriate documentation, as determined by the employer, from a medical practitioner;
- (b) vacation granted by the Hospital;
- (c) the employee's regular scheduled day off;
- (d) a paid leave of absence provided the employee is not otherwise compensated for the holiday;
- (e) layoff for a period not exceeding ten (10) calendar days, inclusive of the holiday.

An employee who was scheduled to work on a holiday and is absent shall not be entitled to holiday pay, unless the employee is excused by the Hospital or the employee was absent due to legitimate illness or accident.

An employee who qualifies to receive holiday pay shall not receive sick pay to which she may otherwise have been entitled, in addition to the holiday pay, unless the employee was scheduled to work that day.

An employee receiving WSIB benefits for the day of the holiday shall, subject to the above provisions, be entitled to the difference between the amount of the WSIB benefits and holiday pay.

In areas where staff is required on statutory holidays, those interested in working on the premium day must indicate this by submitting availability prior to the schedule being posted, in order to be considered for this work. The premium time will be shared on a rotational basis by seniority.

20.03 Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times seven and one half hours (7 ½).

20.04 Subject to Article 20.02:

- (a) If a paid holiday is observed during a full time employee's vacation, the employee shall be granted a lieu day off on a date to be selected by agreement between the Hospital and the employee and shall be paid for such holiday at the regular rate of pay.
- (b) Where a paid holiday falls on an employee's scheduled day off another day will be scheduled as the holiday day and will be observed and paid accordingly.

20.05 An employee required to work on any of the foregoing holidays shall be paid at the rate of time and one-half (1-1/2) her regular straight time hourly rate of pay for the entire shift if their majority of hours worked fall on the holiday subject to Article 19.04. In addition, she will receive a lieu day off with pay in the amount of her regular straight time hourly rate of pay times seven and one-half (7 ½).

20.06 Where an employee is entitled to a lieu day under Article 20.04 or 20.05 above, such day must be scheduled by mutual agreement between the employee and her supervisor, to be taken no later than ninety (90) days after the date the lieu day was earned. Mutual agreement shall not be unreasonably withheld. Notwithstanding the above, statutory holiday banks shall not exceed thirty-seven and one-half (37.5) hours. All hours in excess of thirty-seven and one-half (37.5) hours shall be paid out.

20.07 Part-time Employees

If a regular part-time employee works on any of the holidays listed in Article 20.01 above, she shall be paid at the rate of time and one-half (1-1/2) her regular straight time hourly rate of pay for the entire shift if their majority of hours worked fall on the holiday.

20.08 If an employee is scheduled to work either Christmas or New Year's she will not be scheduled for the same holiday two (2) years in a row unless the employee and her supervisor mutually agree otherwise. If an employee is scheduled to work either Christmas or New Year's she will not be scheduled for the other holiday in the same year.

Where an employee is required to work on her designated "year" to be off for the specific holiday(s) as set out above, they shall be compensated at double time for her straight time hourly rate for all hours worked on these day(s).

For the purpose of this article, Christmas is deemed to be Christmas Day and Boxing Day and New Year's is deemed to be New Year's Eve and New Year's Day.

ARTICLE 21 – VACATIONS

21.01 Full-time Employees

Vacation hours are an earned accrued benefit. All employees shall receive vacation time off with pay based on length of full-time continuous service as of June 30th as follows:

- (b) From the date of hire, employees shall be entitled to an annual vacation of two (2) weeks, as accrued, with pay.

- (c) Employees who have completed two (2) or more years of service shall be entitled to an annual vacation of three (3) weeks, as accrued, with pay.
- (d) Employees who have completed five (5) or more years of service shall be entitled to an annual vacation of four (4) weeks, as accrued, with pay.
- (e) Employees who have completed thirteen (13) years or more years of service shall be entitled to an annual vacation of five (5) weeks, as accrued, with pay.
- (f) Employees who have completed twenty two (22) or more years of service shall be entitled to an annual vacation of six (6) weeks, as accrued, with pay.
- (g) Employees who have completed twenty-eight (28) or more years of service shall be entitled to an annual vacation of seven (7) weeks, as accrued, with pay.
- (h) It is understood that a full-time employee on an approved leave shall have their vacation entitlement pro-rated for the actual time worked in the year, unless the employee was on a leave whereby vacation is not affected and continues as if normally at work as per applicable legislation.

- 21.02
- (a) Where an employee's scheduled vacation is interrupted due to serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.
 - (b) Where an employee's scheduled vacation is interrupted due to serious illness or injury requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave.
 - (c) The portion of the employee's vacation hours which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation bank.

21.03 Scheduling

- (a) The Hospital reserves the right to schedule vacations. In doing so, it will consider its operational requirements and the preference of employees. The Hospital will post by March 1st of each year a vacation sheet for the period June 15 to September 15. Each employee in the unit should indicate prior to March 15 for the period June to September, her preference for vacation. In the event that more than one employee requests the same vacation

period and all the requests cannot be granted then seniority shall govern. Seniority rights for the purposes of this article can only be exercised during June 15 to September 15. The vacation schedule shall be confirmed and posted by April 15th. Any vacation requests submitted after March 15th shall be considered on a first-come, first-serve basis. The Hospital reserves the right to limit the amount of vacation which may be taken by any employee during the period June 15th and September 15th of each year to a maximum of two (2) weeks for full time employees. This equates to a total of ten (10) eight (8) hour shifts or seven (7) twelve (12) hour extended tour shifts. Periods requested in excess of two (2) weeks may be granted based on availability and shall not be unreasonably denied.

- (b) A week of vacation shall be defined as seven (7) consecutive calendar days.
- (c) Vacation may start on any day of the week.
- (d) The Hospital will endeavour to allow vacation to be taken at any time of the year.
- (e) Employees may carry a maximum of ten (10) days of vacation into the following vacation year.
- (f) The vacation year for all employees shall be July 1 to June 30.
- (g) Employees may apply to take their vacation time in consecutive weeks.

21.04 Part-time Employees

All part-time employees shall receive vacation pay on each pay based on total hours worked as follows:

1 to 3450 hours worked	4% of gross wages
3451 to 8625 hours worked	6% of gross wages
8626 to 22,425 hours worked	8% of gross wages
22,426 to 37,950 hours worked	10% of gross wages
37,951 to 48,300 hours worked	12% of gross wages
Over 48,301 hours worked	14% of gross wages

It is understood that part-time employees are entitled to an unpaid vacation leave based on the following formula:

2 week entitlement	(if at)	- 4%
3 week entitlement	(if at)	- 6%
4 week entitlement	(if at)	- 8%
5 week entitlement	(if at)	- 10%
6 week entitlement	(if at)	- 12%
7 week entitlement	(if at)	- 14%

- 21.05 For the purpose of vacation entitlement, service for those employees whose status is changed from part-time to full-time shall mean the combined service as a part-time and full-time employee employed by the Hospital on a continuous basis. For the purpose of this article, one thousand seven hundred and twenty five (1725) hours of part-time service shall equal one (1) year of full-time service and vice versa.
- 21.06 All employees who leave the employ of the Hospital for any reason shall be entitled to receive any unpaid vacation pay which has accrued to her to the date of her separation, it being understood and agreed that the employee will provide at least two (2) weeks' notice of termination.

ARTICLE 22 – SICK LEAVE, HEALTH & WELFARE BENEFITS AND PENSION

22.01 Sick Leave

The Hospital will assume total responsibility for providing and funding short-term sick leave plan at least equivalent to that described in the 1992 Hospitals of Ontario Disability Income Plan (HOODIP) brochure.

The Hospital will pay seventy-five percent (75%) of the billed premium towards coverage of eligible employees under the long-term disability portion of the plan (HOODIP or an equivalent plan), the employee paying the balance of the billed premium through payroll deduction. For the purpose of transfer to the short-term portion of the disability program, employees on the payroll as of the effective date of the transfer with three (3) months or more of service shall be deemed to have three (3) months of service. For the purpose of transfer to the long-term portion of the disability program, employees will be credited with their actual service.

Effective March 28, 2005, the former accumulating sick leave plan was terminated and any provisions relating to such plan shall be null and void, except as to those provisions relating to pay out of unused sick leave benefits which are specifically dealt with hereinafter.

Existing sick leave credits for each employee were converted to a sick leave bank. The "sick leave bank" shall be paid out to an employee upon termination of employment or upon status change from full time to part time employment at their March 28, 2005 rate of pay. This payout shall be that portion of any unused sick leave dollars under the former conditions related to the payout.

No sick leave benefit is payable under HOODIP 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).

22.02 The Employer agrees to make contributions to the premium costs of the following Plans:

- (a) Life Insurance Plan - The Employer shall pay one hundred per cent (100%) of the premiums for the aforementioned plan.
- (b) The Employer shall contribute seventy five per cent (75%) of the premium cost to provide the Extended Health Care Benefit, Semi-Private, and Dental Benefit.
- (c) The Employer shall provide for eye glass coverage or payment towards laser eye surgery, of two hundred dollars (\$200.00) every twenty-four (24) months (two hundred and fifty dollars (\$250.00) effective July 1, 2013). Insured Employees shall be entitled to one (1) eye exam every twenty four (24) months.
- (d) The Employer will provide coverage for Hearing Aides that will include full cost of acquisition of hearings aides, once every thirty-six (36) months.

22.03 Health and Welfare Benefits

It is understood and agreed that the Insurance Plans shall be administered by Insurance Carriers and employees shall receive benefits in accordance with the Insurance Plans. It is understood that the Employer may at any time substitute another carrier for any Insurance Plan, provided the benefits conferred thereby are not in total decreased.

Massages increased to \$300 per year
Orthotics increased to \$300 every two years

22.04 Pension

The Employer shall continue to provide for a Pension Plan for all Full-time Employees as per current practice. Participation in the Pension Plan is mandatory for full time employees.

22.05 Part-time Employees

- (a) A part-time employee shall receive in lieu of all fringe benefits (being those benefits to an employee paid in whole or part by the Hospital, as part of direct compensation or otherwise including holiday pay, save and except salary, vacation pay, standby pay, call back pay, reporting pay, responsibility pay, jury and witness duty, bereavement pay and maternity supplemental unemployment benefits) an amount equal to fourteen percent (14%) of her regular straight time hourly rate for all straight time hours paid.
- (b) For part-time employees who choose to be covered by the Pension Plan (and qualify to do so), the Hospital shall pay nine percent (9%) of gross wages in lieu of benefits. All part-time employees shall have the right to choose whether they wish to be covered by the Pension Plan subject to plan amendments.

22.06 Benefit Option for Retirement

Effective the date of ratification of this Collective Agreement:

The Hospital will provide access to benefits to all full time employees who are fifty-five (55) to fifty-six (56) years of age who retire (including disability retirements) and who are in receipt of the Hospital's pension plan benefits, semi-private, extended health care and dental benefits on the same basis as is provided to active employees, as long as the retiree pays the employer one hundred percent (100%) of the monthly premium in advance.

The Hospital will provide access to benefits to all full time employees who are fifty-seven (57) to fifty-nine (59) years of age and who retire (including disability retirements) and who are in receipt of the Hospital's pension plan benefits, semi-private, extended health care and dental benefits on the same basis as is provided to active employees, as long as the retiree pays the employer fifty percent (50%) of the monthly premium in advance.

The Hospital will provide access to benefits to all full time employees who are sixty (60) years of age or older who retire (including disability retirements) and have not yet reached age sixty-five (65) and who are in receipt of the Hospital's pension plan benefits, semi-private, extended health care and dental benefits on the same basis as is provided to active employees, as long as the retiree pays the employer twenty-five percent (25%) of the monthly premium in advance.

ARTICLE 23 – MISCELLANEOUS

- 23.01 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.
- 23.02 It shall be the duty of each employee to notify the Hospital promptly of any change in address, telephone number, emergency contact information or any change in temporary residency. If an employee fails to do this the Hospital will not be responsible for failure of a notice sent to reach such an employee or the resulting consequences of failing to maintain contact with the employer.
- 23.03 (a) Medical examinations, re-examinations and any tests required under the Public Hospitals Act will be provided by the Hospital in compliance with the Regulations. The employee may choose their personal physician for all such examinations, except the pre-employment medical, unless the Hospital has a specific objection to the physician selected.
- (b) It is further agreed that where the Employer requires medical documentation the Employer shall pay the full cost of the documentation, if any.
- 23.04 Prior to changing Corporate or Human Resources policies, the Hospital will discuss the changes with the Union if they affect the members of this bargaining unit and provide a copy to the Union.
- 23.05 Employees covered by this Agreement who work as relief, in other areas of the Hospital, outside of the bargaining unit, shall be paid the rate of the work performed. When working in other areas of the Hospital, within the bargaining unit, they shall be paid their regular hourly rate or the rate of the work performed, whichever is greater.
- Hours worked in areas outside the bargaining unit shall not count for the purposes of seniority in this bargaining unit.
- 23.06 Employees shall be paid by direct bank deposit every two (2) weeks.
- 23.07 The Hospital shall provide bulletin board space for the use of the Union. Where existing bulletin boards are secure, a key shall be provided to the Local Union designated representative. Any notices to be posted by the Union shall be provided in advance to the Director of Human Resources or his designate. All Union postings shall be marked with an OPSEU logo. Union postings shall comply with Hospital values and policies. Should the Director of Human Resources need to remove an unauthorized posting the Union will be notified in advance of the reason.

- 23.08 If an employee is authorized and then required to drive their own automobile for the Hospital's business, the Hospital shall provide travel reimbursement as per Hospital policy.

ARTICLE 24 – NEW CLASSIFICATION

- 24.01 When a new classification (which is covered by the terms of this Collective Agreement) is established by the Hospital, the Hospital shall determine the rate of pay for such new classification and notify the local Union of the same. If the Union challenges the rate, it shall have the right to request a meeting with the Hospital to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after receipt of notice from the Hospital of such new occupational classification and rate. Any change mutually agreed to resulting from said meeting shall be retroactive to the date the notice of the new rate was given by the Hospital. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the Bargaining Unit having regard to the requirements of such classification.

ARTICLE 25 – JOINT HEALTH & SAFETY COMMITTEE

- 25.01 (a) 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.
- (b) One (1) representative of the OPSEU Office and Clerical Bargaining Unit shall be a member of the Joint Health and Safety Committee. Upon written request this member shall be trained as a certified representative. The Employer agrees to pay the associated costs.
- (c) The Joint Health and Safety Committee will comply with the duties as outlined in the Occupational Health and Safety Act (OHSA).
- 25.02 Pregnant employees may request to be temporarily transferred from their current duties, if in the professional opinion of the employee's physician, a risk to the pregnancy and/or unborn child/children is identified. If a temporary transfer is not feasible, the employee will be granted an unpaid leave of absence before commencement of the pregnancy leave provided in Article 17.06 of this Agreement subject to any rights as provided for under the Ontario Human Rights (OHR) code and the duty to accommodate.

25.03 Where the Hospital identifies high-risk areas where employees are exposed to infectious or communicable diseases for which there are available protective medications (ie vaccines) such medications will be provided, at no cost to the employees.

ARTICLE 26 - DURATION

26.01 This Agreement shall continue in effect from April 1st, 2018 to March 31st, 2022.

26.02 (a) This Agreement shall continue automatically thereafter for annual periods of one (1) year each unless either party notifies the other in writing within the period of ninety (90) days prior to the expiration date that it desires to amend the Agreement.

Any notice under this Agreement shall be sufficiently given by personal delivery, regular mail, or electronic communications.

Signed this 26th day of August 20 19.

**ORILLIA SOLDIER'S MEMORIAL
HOSPITAL**

Atty
Scott
Jamie Clarke
Paul Perkins
KM
Jamie Clarke

**ONTARIO PUBLIC SERVICE
EMPLOYEES UNION**

Kirsten Kuwon
Lynne Bryden
Alab
Charles Caudell
Supurna Beers
Paul
S. Seld
Wan Han

LETTER OF UNDERSTANDING #1:
ORILLIA SOLDIERS' MEMORIAL HOSPITAL @ HOME TRANSCRIPTION
SERVICES

BETWEEN:

**THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND ITS LOCAL 383**

(hereinafter referred to as the "Union")

- and -

ORILLIA SOLDIERS' MEMORIAL HOSPITAL

(hereinafter referred to as the "Employer")

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

Article 1 - Work Unit and Employees Covered

The parties recognize Orillia Soldiers' Memorial Hospital @ Home Transcription Service has been in place since the Fall of 2002. It is a production compensation model for Health Records Transcription Services with full time, part time and casual employees working off-site.

Article 2 - Hours of Work

Regular working hours are between 8:00 a.m. to 4:30 p.m. Monday to Sunday. The schedule will be posted at least four (4) weeks in advance. Employees are scheduled in an equitable manner, on a rotational basis, to ensure day-late person coverage until 4:30 p.m., statutory holiday and weekend coverage. Scheduled shifts will average 10 shifts per pay period for full time employees.

During each 7.5 hour worked shift, employees are responsible for transcribing two hundred and forty (240)* minutes of dictated voice. All full time employees are required to transcribe 62,400 minutes (260 shifts) of dictated voice in a year (minus stats, vacation, sick, and non-transcribing shifts). All part time employees will be required to submit availability of forty-five (45) hours per pay period and will be scheduled, where work is available, to transcribe up to 37,440 minutes (156 shifts) of dictated voice in a year. The quota of two hundred and forty (240) minutes will be assessed at the end of first quarter and second quarter annually and revised if necessary. If adjustment is required this letter of understanding will be updated.

Should an employee fail to meet the expected production levels, such hours will be tracked, April 1st to March 31st of each year, and upon the end of the fiscal, employees will be deducted accordingly for such deficit hours from their pay.

Periodic review of the productivity expectations or requirements will occur when there are changes in technology or processes.

Article 3 – Additional Hours of Work

Where additional dictated minutes become available, beyond the daily allotment of minutes, an employee may choose to assist in transcribing such work.

Such transcribed minutes are tracked, April 1st to March 31st of each year, and upon the end of the fiscal, employees receive a lump sum payment at straight time for all additional transcribed minutes.

Any employee directed by the Employer to provide additional hours will be paid (1 ½) one and one half times their regular salary for all hours worked.

Article 4 – Temporary Outsourcing

Where the volume of dictated minutes temporarily exceeds the capacity of the staff complement and all efforts have been exhausted to offer overtime to existing employees, such work may be temporarily outsourced in order to meet surge work load requirements and to ensure patient safety is not compromised.

Article 5 – Resources

The Hospital will provide all equipment, supplies, hardware, software, (including anti-virus) maintenance and support required by the Medical Transcriptionist to perform the required duties of the position. Employees shall be reimbursed for all manager pre-approved supplies purchased by transcriptionists that are not available via the purchasing department at the Hospital. The Hospital will provide updates via remote access whenever possible.

The Hospital will inspect and repair their equipment as necessary at a mutually agreed time. It is understood that the Hospital will discuss arrangements for the repair and return of equipment with the affected employee.

Upon termination of this agreement the employee will return all equipment, supplies, hardware and software, to the Hospital.

Article 6 – Internet Costs

The Hospital will reimburse the employee for costs incurred for high speed internet used for hospital purposes. This payment will be made upon production of receipts. The Hospital is not responsible for covering the cost of other personal internet use. Cost recovery is directly proportionate to the number of worked shifts that the employee is working at home using the following calculation:

- Up to 5 worked shifts during the month = 25% of invoice reimbursed
- Between 6 to 10 worked shifts during the month = 50% of invoice reimbursed
- Between 11 to 15 worked shifts during the month = 75% of invoice reimbursed
- Greater than 15 worked shifts during the month = 100% of invoice reimbursed

This reimbursement will be up to a maximum amount of seventy-five dollars (\$75.00) per month.

Notwithstanding the above, should internet prices increase substantially, the parties agree to meet to review the amounts (maximum) for possible amendment.

If an employee works for multiple organizations and is reimbursed for internet costs by both, then the total reimbursement must not exceed the internet invoice amount.

Article 7 – Managing Dictation Volumes

Dictation volumes will be managed in accordance with Policy number XII-80 (April 2010), attached.

Article 8 - Other

It is understood that where this Agreement is silent, the main body of the Collective Agreement shall apply.

*Employer changed transcription minutes quota as per MOS.

Signed this 26th day of August 20 19.

ORILLIA SOLDIER'S MEMORIAL
HOSPITAL

Atty
Chill
Scott
Reg. Lashman
Janice Clarke

ONTARIO PUBLIC SERVICE
EMPLOYEES UNION

Mark
Supervisor
Kirsten Kepown
Chloe Candell
St. Jers
Jan

LETTER OF UNDERSTANDING #2:

BETWEEN:

**THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND ITS LOCAL 383**

(hereinafter referred to as the "Union")

- and -

ORILLIA SOLDIERS' MEMORIAL HOSPITAL

(hereinafter referred to as the "Employer")

RE: Multiple Positions

The parties agree that it is mutually beneficial to the Hospital and to employees within the OPSEU Office and Clerical bargaining unit to have the ability to hold multiple positions.

The parties hereby agree to the following:

1. An employee can hold a Permanent Part Time position and a Casual position or two (2) Casual positions but not two (2) Permanent Part Time positions.
2. If an employee holds a Permanent Part Time position and a Casual position their obligation will be to the Permanent Part Time position first and the casual position second.
3. If an employee holds two (2) casual positions their obligation will be to the positions that has the most significant impact on patient care.
4. When picking up additional shifts, it is the employee's responsibility to inform the manager and/or staffing if it will put them into overtime. Failure to do so may result in the overtime premium not being paid.
5. If an employee picks up an additional shift in their secondary position, they shall inform the manager and/or staffing of their primary position that they are no longer available that day.

Signed this 26th day of August 20 19.

ORILLIA SOLDIER'S MEMORIAL
HOSPITAL

AH32
[Signature]
Jamie Clarke
Paul [Signature]
[Signature]
Jamie Clarke

ONTARIO PUBLIC SERVICE
EMPLOYEES UNION

Kirsten Kwon
Lynn Brack
[Signature]
Charles Campbell
Suprena Beers
[Signature]

LETTER OF UNDERSTANDING #3

BETWEEN

**THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND ITS LOCAL 383**

(hereinafter referred to as the "Union")

- and -

ORILLIA SOLDIERS' MEMORIAL HOSPITAL

(hereinafter referred to as the "Employer")

RE: Part-time Commitment, Shift Distribution and Staffing Guidelines.

The parties agree that a system of distributing part-time shifts, in accordance with the protocol listed below, will be implemented for the duration of the collective agreement. In addition, for the duration of the collective agreement, scheduled part-time commitment, and casual shift distribution and staffing guidelines as stated herein will replace current practice and policy.

It is expressly understood that nothing herein shall constitute a guarantee of hours of work to any employee.

Goal and Purpose of this Letter of Understanding:

- Have a defined consistent process that follows collective agreement scheduling/staffing rules
- Have schedules that are posted in advance
- Have master schedules with the proper staffing mix including Full time and Part time
- Have posted and revised schedules with Full time, Scheduled Part time
- Have a defined process to use Part time and Casual employees to fill shifts
- Have the ability for staff to request time off for leave (such as vacation requests)
- Have the ability to fill short call vacancies (24 to 72 hours' time frame)
- Have a fair ability for staff to pick up additional shifts
- Have accurate availability submitted

Part time and Casual Employee Commitment

Scheduled Part time and Casual employees will meet the commitment according to the availability standard detailed herein.

Scheduled Part-time employees:

Scheduled Part-time employees must be available for prescheduled work on the follow basis:

- to be available to work if required fifty-two (52) weeks per year minus their individual vacation entitlement and any approved leave of absence;
- to be available to work: if work is available for forty-five (45) hours per pay period;
- to be available to work all three (3) shifts rotation, (days evenings, nights) including weekends;
- to be available to work either Christmas (Dec, 25, 26) or New Years (Dec 31st, Jan 1st) each year, on an alternating basis; or on another mutually agreeable arrangement;
- to be available three (3) in six (6) weekends and four (4) in eight (8) **weekends**
- provide and update their availability in the prescribed manner, failure to do this may result in fewer hours being offered

Casual employees:

Casual employees will:

- be available to work on an unscheduled or as needs basis
- update their availability in the prescribed manner, failure to do this may result in fewer hours being offered
- be available to work at least one (1) shift per month at a mutually agreeable time to remain current on Hospital policies, procedures and practices.

Staffing Guidelines

The following outlines the agreed upon staffing guidelines:

Rotational Scheduling Planner

This document will be provided by the staffing office and its purpose is to set out the time frames for the scheduling process:

- Current Pay Period
- Date when schedules are to be posted
- Date when requested time off is required to be submitted by the employee
- Date when staff availability sheets are required to be submitted by the employee
- Reminder dates for availability sheets to be submitted by the employee

Posting of Schedules

Schedules will be posted a minimum of four (4) weeks in advance of the schedule taking effect.

Availability Sheets

All Part time and Casual employees must complete and submit availability sheets to Staffing Office and or to their manager; two (2) weeks prior to schedule being posted and must keep their availability current for the duration of the posted schedule.

Shift Distribution Protocol

1. The posted schedule will distribute available hours equitably amongst Scheduled Part time employees the unit/department qualified to perform the work up to 45 hours per pay period.
2. Once the schedule is posted and additional shifts in the unit/department become available, these will be offered in order of seniority on a rotational basis to those Part-time employees assigned to the unit/department who have made themselves available in the manner prescribed by OSMH up to full time (75 hours bi-weekly). Definition of rotation basis; after filling a shift, we start at the next person on the list for the next shift and this will be done on a continual basis.
3. Short notice or call-in shifts will be offered in order of seniority on a rotational basis to those Part-time employees assigned to the unit/department who have made themselves available in the manner prescribed by OSMH.
4. Once part time offers have been exhausted, shifts will be offered to Casual employees prior to premium shifts being offered.
5. The Manager is responsible to post schedules as per the collective agreement, once posted or revised it is the employees responsibility to be aware and accountable to fulfill the shift as posted.
6. Nothing herein shall require OSMH to offer shifts at a premium rate that would not otherwise be payable at premium.
7. **A shared electronic folder with respect to the daisy wheel will be created and shared with the staffing office and all applicable staff, where possible.**

Signed this 26th day of August 20 19.

ORILLIA SOLDIER'S MEMORIAL
HOSPITAL

Atty
L. G. Foster
Laurie Clarke
Paul Leckman
Hollis
Laurie Clarke

ONTARIO PUBLIC SERVICE
EMPLOYEES UNION

Kirsten Keown
Lyn Backe
L. M. A.
Charles Gaudet
Stephen Beers
Gow

LETTER OF UNDERSTANDING #4:
ORILLIA SOLDIERS' MEMORIAL HOSPITAL @ EMERGENCY CLERKS

BETWEEN

THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND ITS LOCAL 383

(hereinafter referred to as the "Union")

- and -

ORILLIA SOLDIERS' MEMORIAL HOSPITAL

(hereinafter referred to as the "Employer")

It is understood that all Emergency Department Clerks will be paid at the rate of pay outlined in Band 2. Any hours worked in the ECC position would receive a premium equal to the difference in the corresponding steps between Band 2 and Band 3.

Signed this 26th day of August 20 19.

ORILLIA SOLDIER'S MEMORIAL
HOSPITAL

AH29
[Signature]
Jamie Clarke
Paul [Signature]
[Signature]
Jamie Clarke

ONTARIO PUBLIC SERVICE
EMPLOYEES UNION

Kirsten Keown
Lyn Bracken
[Signature]
Charles Cardell
[Signature]
[Signature]

LETTER OF UNDERSTANDING #5:

BETWEEN:

**THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND ITS LOCAL 383**

(hereinafter referred to as the "Union")

- and -

ORILLIA SOLDIERS' MEMORIAL HOSPITAL

(hereinafter referred to as the "Employer")

Re: Seniority Calculation Process – Identical Seniority Dates

The parties hereby agree to the following process in determining the ranking for employees with identical seniority dates for both OPSEU Office & Clerical and OPSEU Paramedical:

Current Employees:

Should two (2) or more employees have an identical seniority date their seniority dates will remain unchanged. Their ranking on the seniority list will be determined by the length of total service with the employer.

Should two (2) or more employees with the same seniority date also have equal lengths of service with the employer then their ranking shall be determined by date of birth. The employee with the earliest date shall be deemed to have greater seniority. If the year of birth is identical, it will be determined by the month, and if the month is identical it will be determined by the day.

New Employees:

Should two (2) or more employees commence full time employment on the same day their seniority dates will remain the same (as their date of hire). Their ranking on the seniority list will be determined by the order in which they returned their signed offer letter as recorded in the Human Resources Department.

Should two (2) or more new employees have the same offer letter sign back dates and times then their ranking shall be determined by date of birth. The employee with the earliest date shall be deemed to have greater seniority. If the year of birth is identical, it will be determined by the month, and if the month is identical it will be determined by the day.

Should the above process for both current and new employees be followed and still result in a tie then the ranking shall be determined by a coin toss. The coin toss between the members will be carried out in the presence of a representative from Human Resources and OPSEU.

Signed this 26th day of August 20 19.

ORILLIA SOLDIER'S MEMORIAL
HOSPITAL

Atch
L. Good
Jamie Clarke
Paul Lesman
Kyle
Jamie Clarke

ONTARIO PUBLIC SERVICE
EMPLOYEES UNION

Kurt Kowon
Lyn Black
Mark
Charles Cantall
Subrina Beers
Paul

MEMORANDUM OF AGREEMENT

BETWEEN:

**THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND ITS LOCAL 383**

(hereinafter referred to as the "Union")

- and -

ORILLIA SOLDIERS' MEMORIAL HOSPITAL

(hereinafter referred to as the "the Hospital")

RE: Clerical Scheduling Agreement

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

The Parties agree to accept the Master Schedule in the Clerical Bargaining Unit in order to provide a variety of shift schedules to meet the operational needs of the Unit, the Hospital and the Employees. The master schedule will contain a mixture of eight (8), ten (10), and twelve (12) hour shifts. The eight (8) hour shifts are covered under the current language in the Collective Agreement. This agreement applies to those employees who will have extended tour arrangements and/or mixtures of eight (8), ten (10), and twelve (12) hour schedule arrangements.

Article 2 – Hours of Work

- 2.1 The normal or standard extended work day shall be ten (10) hours (9.375 paid) or twelve (12) hours (11.25 paid) per shift.
- 2.2 Detailed schedule as per Appendix A attached will apply.
- 2.3 Failure to provide twenty-four (24) hours between the commencement of an employee's scheduled shift and the commencement of such employee's next scheduled shift shall result in payment of one and one-half (1.5) times the employee's regular straight time hourly rate for only those hours which reduce the twenty-four (24) hour period. Where the twenty-four (24) hour period is reduced as a result of an approved change of shift(s) requested by the employee(s), such premium payment shall not apply.

Article 3 – Overtime

- 3.1 a) Overtime shall be defined as being all hours worked in excess of the normal or standard extended work day, as set out in the Collective Agreement of the Model Agreement or in excess of the normal or standard work week as set out in the Collective Agreement.
- b) A part-time employee will have all hours worked beyond their scheduled shift paid at one and one-half (1.5) times her/his basic rate.
- 3.2 For purposes of overtime the hours of work per week shall be averaged over two (2) weeks payroll cycle.

Change of Schedule

- a) (applicable to full-time employees only)
Where an employee's schedule is changes by the Hospital with less than twenty-four (24) hours' notice, she shall receive time and one half (1.5) of her regular straight time hourly rate of all hours worked on her next shift.
- b) (applicable to part-time employees only)
Where a regular part-time employee's schedule is changed by the Hospital with less than twenty-four (24) hours' notice, she shall receive time and one half (1.5) of her regular straight time hourly rate of all hours worked on her next shift.

Article 4 – Rest Periods

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

12 hour tours

- 4.1 Employees shall be entitled, subject to the exigencies of patient care, to relief periods during the shift on the basis of three (3) 15 minute paid breaks.

10 hour tours

- 4.2 Employees shall be entitled, subject to the exigencies of patient care, to relief periods during the shift on the basis of two (2) 15 minute paid breaks.

Article 5 – Meal Periods

12 hours tours

5.1 The length of the meal period will be 45 minutes of unpaid time.

10 hours tours

5.2 The length of the meal period will be 38 minutes of unpaid time.

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

6.1 The short-term sick leave plan will provide payment for the number of hours of absence according to the scheduled tour to total hours equivalent to HOODIP 15 calendar weeks. All other provisions of the existing plan shall apply mutatis mutandis.

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

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

7.2 An employee required to work on any of the designated holidays listed in the Collective Agreement shall be paid at the rate of time and one-half (1.5) his regular straight time rate of pay for all hours worked on such holiday, subject to the Collective Agreement. In addition, he will receive a lieu day off with pay in the amount of his regular straight time hourly rate of pay times seven and one-half (7.5) hours, except in those hospitals which have a standard work day of less than seven and one-half (7.5) hours in which case holiday pay will be based on the standard daily hours in that hospital.

Article 8 – Vacation

8.1 (Applicable to full-time only)

As set out in the Collective Agreement.

8.2 (Applicable to part-time only)

Vacation entitlement as set out in the Collective Agreement will be converted to hours on the basis of the employee's normal work week.

Article 9

9.1 It is understood that where this Agreement is silent, the main body of the Collective Agreement shall apply.

Article 10 – Termination of Agreement

10.01 Either party may, on written notice of 90 days, to the other party, terminate this Agreement notwithstanding the above specified term.

Signed this 26th day of August 20 19.

**ORILLIA SOLDIER'S MEMORIAL
HOSPITAL**

Atze
[Signature]
Luzio Clarke
Paul Robinson
Kjell
Jamie Clarke

**ONTARIO PUBLIC SERVICE
EMPLOYEES UNION**

Kirsten Keown
Lyn Brackin
[Signature]
Chantal Campbell
Sabrina Rivers
[Signature]

APPENDIX A: WAGE RATES

WAGE RATES

Effective April 1 2018, one point four (1.4%) across the board wage increase

Effective April 1 2019, one point four (1.4%) across the board wage increase

Effective April 1 2020, one point six (1.6%) across the board wage increase

Effective April 1 2021, one point six-five (1.65%) across the board wage increase

CLERICAL SALARY PAY BANDS

Band 1					
Cashier, Child Treatment Network Clerk, Diabetes Clinic Clerk, Patient Food Services Cashier, Perioperative Services Clerk, Purchasing Clerk					
	Start	Year 1	Year 2	Year 3	Year 4
April 1, 2018	21.39	21.86	22.32	22.80	23.28
April 1, 2019	21.69	22.17	22.63	23.12	23.61
April 1, 2020	22.04	22.53	22.99	23.49	23.99
April 1, 2021	22.40	22.90	23.37	23.88	24.39

Band 2					
Administrative Support, Cardio Respiratory Clerk, Children's Therapy Services Clerk, Community Mental Health Secretary, Diagnostic Imaging Clerk, ICU Clerk, Inpatient Surgery & Rehab Clerk, IMRS Clerk, Laboratory Clerk, Medical Records Clerk, Mental Health Clerk, Obstetrics Clerk, Oncology Clerk, Paediatrics Clerk, Patient Food Services Clerk, Regional Children & Adult Outpatient Program Clerk, Regional Kidney Care Program (Home) Clerk, Regional Kidney Care Program (Hemo) Clerk, Soldiers' 1 Clerk, Rehabilitation Clerk					
	Start	Year 1	Year 2	Year 3	Year 4
April 1, 2018	22.06	22.54	23.03	23.52	24.00
April 1, 2019	22.37	22.86	23.35	23.85	24.34
April 1, 2020	22.73	23.23	23.72	24.23	24.73
April 1, 2021	23.11	23.61	24.11	24.63	25.14

Band 3					
Communications Clerk, Emergency (ECC) Clerk, Health Records Transcriptionist, Mental Health Day Hospital Clerk, CPSR Representatives					
	Start	Year 1	Year 2	Year 3	Year 4
April 1, 2018	22.73	23.23	23.73	24.23	24.73
April 1, 2019	23.05	23.56	24.06	24.57	25.08
April 1, 2020	23.42	23.94	24.45	24.96	25.48
April 1, 2021	23.81	24.34	24.85	25.37	25.90

Band 4					
Buyer, Team Lead CPSR					
	Start	Year 1	Year 2	Year 3	Year 4
April 1, 2018	24.71	25.26	25.80	26.34	26.88
April 1, 2019	25.06	25.61	26.16	26.71	27.26
April 1, 2020	25.46	26.02	26.58	27.14	27.70
April 1, 2021	25.88	26.45	27.02	27.59	28.17

Band 5					
Vacant					
	Start	Year 1	Year 2	Year 3	Year 4
April 1, 2018	27.04	27.64	28.24	28.83	29.43
April 1, 2019	27.42	28.03	28.63	29.23	29.84
April 1, 2020	27.86	28.48	29.09	29.70	30.32
April 1, 2021	28.32	28.95	29.57	30.19	30.82

