

COMBINED FULL-TIME / PART-TIME

COLLECTIVE AGREEMENT

between

THE PERLEY AND RIDEAU VETERANS' HEALTH CENTRE
(Hereinafter called the Health Centre)

and

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 870
(Hereinafter called the Union)

Expires: September 28, 2023

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ARTICLE 1 – PREAMBLE

1.01 Preamble

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

It is recognized that the employees wish to work efficiently together with the Health Centre to secure the best possible care and health protection for residents.

ARTICLE 2 – DEFINITIONS

2.01 (a) Temporary Employee

Employees may be hired for a specific term not to exceed six (6) months, to replace an employee who will be on approved leave of absence, absence due to WSIB disability, sick leave, long term disability or to perform a special non-recurring task. This term may be extended a further six (6) months on mutual agreement of the Union, employee and Health Centre or by the Health Centre on its own up to twelve (12) months where the leave of the person being replaced extends that far. The period of employment of such persons will not exceed the absentee's leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

This clause would not preclude such employees from using the job posting provision under the collective agreement and any successful applicant who have completed their probation period will be credited with the appropriate seniority.

The Health Centre will outline to employees selected to fill such temporary vacancies and the Union, the circumstances giving rise to the vacancy, and the special conditions relating to such employment.

The Health Centre will outline to the Union all such temporary vacancies and the circumstances giving rise to the vacancy, and the special conditions relating to such employment.

2.01 (b) Temporary Positions

A temporary position is a position that is available for a specific term, not to exceed one (1) year, to replace an employee who will be on approved leave of absence: absence such as WSIB disability, sick leave, maternity leave, parental leave. The temporary position will be for the period of the leave only, but may be extended should the period of the leave be extended. A temporary position may also be a position that is available for a special non-recurring task for a finite length of time, not to exceed six (6) months in duration.

All temporary vacancies of sixty (60) days or more in duration will be posted using the job posting provisions under Article 9.05 of the Collective Agreement. The posting will provide the normal information on all job postings and the expected start and completion date of the vacancy. Successful applicants for temporary vacancies have no obligation to stay in the position past the original expiry date of the job posting.

If the successful applicant for a temporary vacancy is a permanent employee and a member of the bargaining unit, they will return to their previous position at the end of the term, subject to any changes to the employee's status which would have occurred had they not been working in the temporary vacancy.

Nothing in the foregoing precludes an employee from leaving the temporary position early by posting into another position, subject to the restrictions in Article 9.05 and the Letter of Understanding on Job Postings.

2.02 Part-Time Commitment

(The following clause is applicable to part-time employees only)

The Health Centre shall not refuse to accept an offer from an employee to make a written commitment to be available for work on a regular predetermined basis solely for the purpose of utilizing casual employees so as to restrict the numbers of regular part-time employees.

2.03 Definitions

Full-Time Employees - defined as persons regularly employed for more than 24 hours per week.

Regular Part-Time Employees - defined as persons regularly employed for not more than 24 hours per week and who make a commitment to the Health Centre to be available for work on a pre-determined basis and in respect of whom there is pre-determined scheduling.

Casual Part-Time Employees - defined as persons employed as a relief or on a replacement basis and available for call-ins as circumstances demand.

ARTICLE 3 – RELATIONSHIP

3.01 (a) Union Recognition

The Health Centre recognizes the Union as the exclusive collective bargaining agent for all employees at the Health Centre at Ottawa, save and except professional medical staff, graduate nursing staff, undergraduate nurses, graduate pharmacists, undergraduate pharmacists, graduate dietitians, student dietitians, technical personnel, supervisors, foremen, persons above the rank of supervisors or foremen, chief engineer, office staff, and persons covered under the Collective Agreement between the Health Centre and the Ontario Nurses' Association.

It is agreed that the term technical personnel as used herein includes physiotherapists, occupational therapists, psychologists, electroencephalographists, electrical shock therapists, laboratory, radiology, pathological, and cardiological technicians.

3.01 (b) Definition of Non-Registered Nursing Assistant

Non-registered Nursing Assistant indicates any person enrolled in a recognized program leading to a Diploma or Certificate as a Registered Nurse or a Registered Practical Nurse, or who is a Graduate Nursing Assistant.

3.02 Attendance Management

Days of absence arising out of a medically-established serious chronic condition, an on-going course of treatment, a catastrophic event, absence for which WSIB benefits are payable, medically necessary surgical interventions, or days where the employee is asymptomatic and is under a doctor's care from the commencement of symptoms for a confirmed communicable disease (and has provided medical substantiation of such symptoms) but is required to be absent under the Health Centre or public health authority protocol, will not be counted for the purposes of being placed on, or progressing through, the steps of an Attendance Management Program.

Leaves covered under the *Employment Standards Act, 2000*, and leaves under Article 12 will not be counted for the purposes of being placed on, or progressing through, the steps on Attendance Management program.

3.03 Management Rights

The Union acknowledges that it is the exclusive function of the Health Centre to:

- (a) Maintain order, discipline, and efficiency;
- (b) Hire, retire, discharge, direct, classify, transfer, promote, demote, lay-off and suspend, or otherwise discipline employees, provided that a claim of discriminatory classification, promotion, demotion, or transfer or a claim that an employee has been unjustly discharged or disciplined may be the subject of a grievance and dealt with in accordance with the grievance process;
- (c) Establish and enforce rules and regulations to be observed by the employees, provided that they are consistent with the provisions of this Agreement; and
- (d) Generally, to manage and operate the Health Centre in all respects in accordance with its obligations and without restricting the generality of the foregoing, to determine the kinds and locations of machines, equipment to be used, the allocation and number of employees required from time to time, the standards of performance for all employees and all other matters concerning the Health Centre's operation not otherwise specifically dealt with elsewhere in this Agreement.
- (e) The Health Centre agrees that these functions will be exercised in a reasonable manner and consistent with the provisions of the Agreement.

3.04 No Discrimination

The parties agree that there shall be no discrimination within the meaning of the Ontario Human Rights Code against any employee by the Union or the Health Centre by reason of race, creed, colour, age, sex, marital status, nationality, ancestry or place of origin, family status, handicap, sexual orientation, political affiliation or activity, or place of residence. The Health Centre and the Union further agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives or members, because of an employee's membership or non-membership in a Union or because of their activity or lack of activity in the Union.

3.05 Correspondence

Except where otherwise provided, any notice which either party desires to give to the other shall be given as follows:

To the Health Centre:

Director of Human Resources
The Perley and Rideau Veterans' Health Centre
1750 Russell Road
Ottawa, Ont. K1G 5Z6

To the Union:

Recording Secretary
The Canadian Union of Public Employees
Local 870
1750 Russell Road
Ottawa, Ont. K1G 5Z6

3.06 Notice to Union of Employee Retirement

In order that the Union may properly recognize the retirement of one of its members, the Health Centre will notify the Union at least two (2) weeks prior to the retirement of any employee in the bargaining unit. Such notice will be sent to the attention of the CUPE Local 870, Chairperson, Good Will and Social Affairs Committee.

3.07 Notice to Union of Employee Who is Ill for an Extended Period

In order that the Union may extend best wishes for the recovery of those of its members who fall ill for an extended period, the Health Centre will endeavour to notify the Union of the name of any member who has been

absent due to illness for a period of four (4) weeks or more. Such notice will be sent to the attention of the CUPE Local 870, Chairperson, Good Will and Social Affairs Committee.

ARTICLE 4 - STRIKES & LOCKOUTS

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

ARTICLE 5 - UNION SECURITY

5.01 T4 Slips

The Health Centre will provide each employee with a T-4 supplementary slip showing the dues deducted in the previous year for income tax purposes where such information is available or becomes readily available through the Health Centre's payroll system.

5.02 (a) Notification to Union

The Health Centre will provide the union with a list, monthly, of all hirings, lay-offs, recalls and positions which have been vacated within the bargaining unit where such information is available or becomes readily available through the Health Centre's payroll system.

The Union shall be provided a copy of any written notice provided to an employee that they may be subject to termination, demotion, transfer, or other adverse impact for innocent absenteeism or for non-occupational illness/injury.

5.02 (b)

The Health Centre will provide the Union with the current mailing address, personal email address if available and phone number(s) it has on record to all members of the bargaining unit twice a year in electronic form.

5.03 Employee Interview

A new or a newly re-hired employee will have the opportunity to meet with a representative of the Union in the employ of the Health Centre for a

period of up to 15 minutes during the employee's orientation period without loss of regular earnings. The purpose of the meeting will be to acquaint the employee with such representative of the Union and the collective agreement.

Such meetings may be arranged collectively or individually for employees by the Health Centre as part of the orientation program.

5.04 No Other Agreements

No employee shall be required or permitted to make any written or verbal agreement with the Health Centre or its representative(s), which conflicts with the terms of this agreement.

No individual employee or group of employees shall undertake to represent the union at meetings with the Health Centre without proper authorization from the union.

5.05 Check-off Dues

It is agreed that an employee may exercise or refrain from exercising their right to become a member of the Union or may cease to be a member of the Union.

The Health Centre agrees to deduct an amount equivalent to the regular monthly union dues from the pay of all present employees. The total amount of such deductions shall be remitted monthly by cheque to the Union.

5.06 Union Education (Assessment)

If the union indicates to the Health Centre that its members have approved a special assessment for union education in accordance with the CUPE constitution and union by laws, the Health Centre agrees to deduct this assessment.

Such assessment will be paid on a quarterly basis into a trust fund established and administered by CUPE for this purpose.

ARTICLE 6 - UNION REPRESENTATION AND COMMITTEES

6.01 Union Activity on Premises and/or Access to Premises

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

6.02 Labour-Management Committee Meeting

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.

An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request 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, which shall not include matters that are properly the subject of grievance or negotiations for the amendment or renewal of this agreement.

Any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

It is agreed that topics such as rehabilitation programs for drug and alcohol abuse and the utilization of full-time and part-time staff are appropriate topics for the Labour-Management Committee. The Committee shall have access to work schedules and job postings upon request.

It is understood that joint meetings with other Labour-Management Committees in the Health Centre may be scheduled concerning issues of mutual interest if satisfactory to all concerned.

6.03 Negotiating Committee

The Health Centre agrees to recognize a negotiating committee composed of not more than five (5) Health Centre employee

representatives of the Union for the purpose of negotiating a renewal agreement. The Union shall keep the Health Centre notified in writing of the names of the members of its negotiating committee and the respective dates of their appointments.

The Health Centre agrees to pay members of the negotiating committee for straight time wages lost from their regular scheduled working hours spent in direct negotiations for a renewal agreement, up to but not including arbitration. Nothing in this provision is intended to preclude the Union negotiating committee from having the assistance of any representatives of the Canadian Union of Public Employees when negotiating with the Health Centre.

When direct negotiations begin or end within ten (10) hours of a negotiating team member's scheduled shift, the Health Centre will endeavor to provide a one day's leave of absence without pay, to provide a sufficient rest break if the employee so requests. Such request shall not be unreasonably denied. Such leave shall be considered leave of absence for union business, but shall not be deducted from the union's entitlement under Article 12.02.

6.04 Union Stewards

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

A Chief Steward or designate may, in the absence of any steward, assist in the presentation of any grievance, or with any steward function.

The Union shall keep the Health Centre notified in writing of the names of Union stewards appointed or selected under this Article as well as the effective date of their respective appointments.

It is agreed that Union stewards have their regular duties and responsibilities to perform for the Health Centre and shall not leave their regular duties without first obtaining permission from their immediate supervisor. If, in the performance of their duties, a Union steward is required to enter an area within the Health Centre in which he is not originally employed, they shall report their presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming their regular duties and responsibilities, such steward shall again report to their immediate

supervisor. A Union steward shall suffer no loss of earnings for time spent in performing the above duties during their regular scheduled working hours.

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

The number of stewards and the areas which they represent, are to be determined by the parties.

6.05 Grievance Committee

The Health Centre will recognize a Grievance Committee composed of the Chief Steward and not more than ten (10) full-time and/or part-time employees, of whom at least two (2) shall be part-time employees, to be known as "Stewards", provided that no more than three (3) members of the Committee shall be present at any meeting with the Health Centre.

The Union shall keep the Health Centre notified in writing of the names of the members of the Grievance Committee appointed or selected under this Article as well as the effective date of their respective appointments.

An employee shall not leave their regular duties in connection with the servicing and including investigation of a grievance under Article 7, until he has first secured permission from their immediate supervisor. Such permission shall not be unreasonably withheld. The employee shall state their destination to their immediate supervisor and shall report again to the immediate supervisor at the time of their return to work.

A Committee member shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending grievance meetings with the Health Centre up to, but not including arbitration.

6.06 Health and Safety Committee

- (a) The Health Centre and the Union agree that they mutually desire to maintain standards for safety and health in the Health Centre in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Health Centre agrees to accept as a member of its Joint Occupational Health and Safety Committee at least five representatives selected or appointed by the Union from amongst bargaining unit employees.

- (c) Such Committee shall identify potential dangers and hazards, including infectious and communicable diseases, monitor health and safety conditions and practices, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health. The JOHSC shall conduct monthly inspections of the workplace.
- (d) The Health Centre agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- (e) Meetings shall be held monthly or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) The Health Centre shall provide the members of the Joint Occupational Health and Safety Committee with the details of every accident, incident, or occurrence of an occupational disease that occurred at the worksite in the previous month. In addition, the employer shall provide members of the committee with any other health and safety records in the possession of the employer as required for the normal functioning of the JOHSC.
- (g) Any representative appointed or selected in accordance with b) hereof shall serve for a term of one calendar year from the date of appointment, which may be renewed for further periods of one year. Time off for such representative(s) to attend meetings of the Committee in accordance with the foregoing shall be granted and time so spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Health Centre at their regular or premium rate as may be applicable.
- (h) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- (i) The Health Centre accepts that one CUPE member who is to serve on the Joint Occupational Health and Safety Committee will be selected among those to be trained as certified workers under the Occupational Health and Safety Act. Any costs associated with the initial training of a certified worker will be paid by the Health Centre, or as may be prescribed pursuant to the Occupational Health and Safety Act.
- (j) Time spent by a certified member in exercising powers and carrying out duties under the Occupational Health and Safety Act shall be deemed to be work time and paid for by the employer.

(k) Right to Refuse

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

- i) any requirement, machine, device or thing the worker is to use or operate is likely to endanger themselves, another worker or patient;
- ii) the physical condition of the workplace or the part thereof in which they work or is to work is likely to endanger themselves:
- iii) any equipment, machine, device or thing they are to use or operate or the physical condition of the workplace or the part thereof in which they work or is to work is in contravention of this Act or the regulations and such contravention is likely to endanger themselves or another worker; or [Occupational Health and Safety Act, Sec. 43 (3)].
- iv) the information, protective equipment, protective clothing and devices are inadequate to allow the employee to safely perform their duties.

A refusal to work or do particular work as outlined in (k) (ii) above shall not be considered a contravention of Article 4 of the collective agreement.

(l) Notwithstanding the above, an employee cannot refuse to work under article 6.07 (k):

- i) if the circumstances are part of the employee's work or a normal condition of employment; and/or,
- ii) When the employee's refusal to work would directly endanger the life, health or safety of another person.

(m) Rights of Employees

- i) Pregnant employees may request to be accommodated in accordance with the Ontario Human Rights Code.
- ii) Employees for whom the flu vaccine is medically contraindicated and who have no access to any group benefit plans through this employer or others shall be reimbursed for the cost of Tamiflu.
- ii) A worker who is required by their employer to wear or use any

protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the worker shall participate in such instruction and training. Personal protective equipment that is to be provided, worn or used shall, in accordance with the Ministry of Labour's legislation, regulation and policies, be properly used and maintained, be a proper fit, be inspected for damage or deterioration and be stored in a convenient, clean and sanitary location when not in use.

6.07 Modified Work Committee

The parties mutually agree that modified work and modified return to work are matters of mutual concern and agree to form a modified work committee.

The committee shall provide a comprehensive team approach that will facilitate early and safe integration of employees who have sustained a work place injury or are disabled as specified in the Ontario Human Rights Code. Accommodation shall be in keeping with WSIB and the Ontario Human Rights Code and this Collective Agreement.

For employees recovering from a non-work-related illness or injury that is not covered under the Ontario Human Rights Code, the Employer will endeavour to find suitable work upon request within their prescribed restrictions subject to operational considerations.

- (a) A joint Return to Work Committee (RTW) comprised of an equal number of Union and Health Centre representatives will be established. The Committee will meet once per month or more often as is necessary. Union representatives attending return to work meetings on their days off will receive pay at the appropriate rate, or time in lieu thereof.
- (b) On request, the Health Centre will provide to members of the committee that information which the committee members reasonably need to function including: updated lists of those employees on disability leave, on WSIB, those employees currently requiring accommodation and copies of the WSIB Form 6 and Form 7 for employees with new WSIB claims.
- (c) A disabled employee who has obtained medical clearance from their treating physician to return to work will provide the Employee Health Department with this verification of their ability to return to work including information regarding any restrictions. The employee will advise their manager that they wish to return to work. The Employee Health

Department will advise the manager when they are cleared to return to work.

- (d) When a returning employee is in need of modified work or a permanent accommodation the Health Centre will notify the RTW committee and will provide to them the information obtained under (c) above.
- (e) As soon as practicable, the Committee will meet with the affected employee and the manager and Employee Health to create and recommend a return to work plan.
- (f) In the event the parties are not able to agree on any aspect of the implementation of the return to work protocol described above, or the resultant plan, the parties may use the grievance and arbitration procedure to resolve the dispute.

ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE

- 7.01** 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.
- 7.02** At the time formal discipline is imposed or at any stage of the grievance procedure an employee shall have the right upon request to the presence of their steward. In the case of suspension or discharge, the Health Centre shall notify the employee of this right in advance.
- 7.03** It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given their immediate supervisor the opportunity of adjusting their complaint. The grievor may have the assistance of a union steward if they so desires. Such complaint shall be discussed with their immediate supervisor within nine (9) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee and failing settlement within nine (9) calendar days, it shall then be taken up as a grievance within nine (9) calendar days following advice of their immediate supervisor's decision in the following manner and sequence:

Step No. 1

The Union, on behalf of the employee, may submit a written grievance

signed by the employee to their Department Head or designate. The grievance shall identify the nature of the grievance and the remedy sought and shall identify the provisions of the Agreement which are alleged to be violated. The Union and the grievor, and the Department Head or designate may, if they so desire, meet to discuss the grievance prior to a decision being rendered by the Department Head or designate. The Department Head or designate will deliver their decision in writing within nine (9) calendar days following the day on which the grievance was presented to him. Failing settlement or response then:

Step No. 2

Within nine (9) calendar days following the decision in Step No. 1, the grievance may be submitted in writing to the Director of Human Resources or their designee. A meeting will then be held between the Health Centre Administrator or their designee and the Grievance Committee within nine (9) calendar days of the submission of the grievance at Step No. 2 unless extended by agreement of the parties. It is understood and agreed that a representative of the Union and the grievor may be present at the meeting. It is further understood that the Director of Human Resources or their designee may have such counsel and assistance as he may desire at such meeting. The decision of the Health Centre shall be delivered in writing to the Union, within nine (9) calendar days following the date of such meeting.

7.04 A complaint or grievance arising directly between the Health Centre and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which such employee could themselves institute and the regular grievance procedure shall not be thereby bypassed.

7.05 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 identifying each employee who is grieving to the Department Head or their designate within fourteen (14) calendar 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. 1 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

7.06 The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration. A claim by an employee who has completed their probationary period that they have 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 Health Centre at Step No. 2 within seven (7) calendar days after the date the discharge or suspension is affected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

- (a) confirming the Health Centre's action in dismissing the employee; or
- (b) reinstating the employee with or without full compensation for the time lost; or
- (c) by any other arrangement which may be deemed just and equitable.

Wherever the Health Centre deems it necessary to suspend or discharge an employee, the Health Centre shall notify the Union of such suspension or discharge in writing. The Health Centre agrees that it will not suspend, discharge or otherwise discipline an employee who has completed their probationary period, without just cause.

7.07 (a) Failing settlement under the foregoing 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 arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within eighteen (18) calendar days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within sixteen (16) calendar days after the decision under Step No. 2, it will be deemed to have been received within the time limits.

- (b) The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding (a) above, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.

7.08 All agreements reached under the Grievance Procedure between the representatives of the Health Centre and the representatives of the Union will be final and binding upon the Health Centre and the Union and the employees.

- 7.09** 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 seven (7) calendar days thereafter the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking Arbitration Procedure. The two nominees shall attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.
- 7.10** No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 7.11** No matter may be submitted to arbitration, which has not been properly carried through all requisite steps of the Grievance Procedure.
- 7.12** 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.
- 7.13** 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 chairman will be final and binding upon the parties hereto and the employee or employees concerned.
- 7.14** 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 chairman of the Arbitration Board.
- 7.15** The time limits set out in the Grievance and Arbitration Procedures 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 44 (6) of The Labour Relations Act.
- 7.16** Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

ARTICLE 8 - ACCESS TO FILES

8.01 Access to Personnel File

Each employee shall have reasonable access to their personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein, in the presence of a representative of the Human Resources Services department. An employee has the right to request copies of any evaluations in this file.

8.02 Clearing of Record

Any letter of reprimand, suspension or other sanction will be removed from the record of an employee eighteen (18) months following the receipt of such letter, suspension or other sanction provided that such employee's record has been discipline free for one year. All leaves of absence in excess of ten (10) calendar days will not count toward either of the above periods.

ARTICLE 9 - SENIORITY

9.01 Probationary Period

A new employee will be considered on probation until they have completed sixty (60) days of work (or 450 hours of work for employees whose regular hours of work are other than the standard work day), within any twelve (12) calendar months. Upon completion of the probationary period they shall be credited with seniority equal to sixty (60) working days. With the written consent of the Health Centre, the probationary employee and the President of the Union or designate, such probationary period may be extended. Any extensions agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration unless the probationary employee is released for reasons which are arbitrary, discriminatory, in bad faith, or for exercising a right under this Agreement.

9.02 Definition of Seniority

Full-time employees will accumulate seniority on the basis of their

continuous service in the bargaining unit from the last date of hire, except as otherwise provided herein.

Part-time employees, including casual employees, will accumulate seniority on the basis of one (1) year's seniority for each 1,725 hours worked in the bargaining unit as of the last date of hire, except as otherwise provided herein.

Seniority will operate on a bargaining unit wide basis.

Notwithstanding the above, employees hired prior to October 10, 1986 will be credited with the seniority they held under the Agreement expiring September 28, 1985 and will thereafter accumulate seniority in accordance with this Article.

Effective January 1, 2004, notwithstanding the above, a part-time or casual employee cannot accrue more than one year's seniority in a twelve (12) month period.

9.03 Loss of Seniority

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

- (a) resigns;
- (b) is discharged and not reinstated through the grievance/arbitration procedure;
- (c) is retired;
- (d) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Health Centre of such absence and providing to the Health Centre a satisfactory reason;
- (e) has been laid off for forty-eight (48) months;
- (f) if the employee has been laid off and fails to return to work within seven (7) calendar days after that employee has been notified by the Health Centre through registered mail addressed to the last address on the records of the Health Centre, subject to any special provisions regarding temporary vacancies noted under the heading of Layoff and Recall;

9.04 Effect of Absence

((a), (b) and (c) of the following clause is applicable to full-time employees only)

Unless otherwise provided in the Collective Agreement.

- (a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Health Centre, both seniority and service will accrue.
- (b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of any subsidized employee benefits in which they are participating for the period of absence, except that the Health Centre will continue to pay its share of the premiums up to thirty (30) months while an employee is in receipt of WSIB benefits. Such payment shall continue while an employee is on sick leave (including the Employment Insurance Period) up to a maximum of thirty (30) months from the time the absence commenced.

Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in WSIB benefits.

- (c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue for the duration, if an employee's absence is due to a disability resulting in WSIB benefits, or while an employee is on paid or unpaid sick leave (including the Employment Insurance Period).
- (d) Part-time employees shall accrue seniority for the duration of the absence, if an employee's absence is due to a disability resulting in WSIB benefits, or a disability in accordance with the Human Rights Code. Part-time employees shall accrue service for a period of fifteen (15) weeks if absent due to a disability resulting in WSIB benefits, on the basis of what the

employee's normal regular hours of work would have been.

- (e) The Union will be notified of any absence greater than 60 days.

9.05 Job Posting

- (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 Health Centre, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Applications for such vacancy shall be made in writing within the seven (7) day period referred to herein.
- (b) The posting shall stipulate the qualifications, classifications, rate of pay, department and shift and a copy shall be provided to the Union.
- (c) Vacancies created by the filling of an initial permanent vacancy will be posted for a period of three (3) consecutive calendar days, excluding Saturdays, Sundays and Holidays. Applications for such vacancies shall be made in writing within the three (3) day period referred to herein.
- (d) In matters of promotion and staff transfer appointment shall be made of the senior applicant able to meet the normal requirements of the job. Successful employees need not be considered for other vacancies within a six (6) month period unless an opportunity arises which allows the employee to change their permanent status. *[See also Appendix 1(e)].*
- (e) The Health Centre agrees that it shall post permanent vacant positions within thirty (30) calendar days of the position becoming vacant, unless the Health Centre provided the Union notice under Article 9.08 (A) of it's intention to eliminate the position. Posted positions will be awarded within fourteen (14) days of the expiration of the posting period provided there is a qualified applicant for the position. It is understood that the parties can mutually agree to waive these time limits in exceptional circumstances. Such agreement shall not be unreasonably withheld.
- (f) The name of the successful applicant will be posted on the bulletin board for a period of seven (7) calendar days.
- (g) The successful applicant shall be allowed a trial period of up to thirty (30) days, during which the Health Centre will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned by the Health Centre to the position formerly occupied, without loss of seniority. The vacancy resulting from the posting may be filled on a temporary basis until the trial period is

completed.

Where the employee voluntarily returns, or is returned by the Health Centre, to the position formerly occupied within this period, the Health Centre may fill the vacancy from amongst the original qualified applicants without re-posting.

- (h) A list of vacancies filled in the preceding month under this Article and the names of the successful applicants will be posted, with a copy provided to the union.
- (i) A permanent vacancy, as referred to in this Article 9.05, is a permanent job vacancy that has a duration which is expected to exceed sixty (60) calendar days.

9.06 Transfer and Seniority outside the Bargaining Unit

- (a) It is understood that an employee shall not be transferred by the Health Centre to a position outside the bargaining unit without their consent except in the case of temporary assignments not exceeding six (6) months. This period may be extended a further six (6) months upon the agreement of the employee and the Health Centre. Such employees on temporary assignments shall remain members of the bargaining unit.
- (b) An employee who is transferred to a position outside the bargaining unit shall not, subject to (c) below, accumulate seniority. In the event the employee is returned by the Health Centre to a position in the bargaining unit within twenty four (24) months of the transfer he shall be credited with the seniority held at the time of transfer and resume accumulation from the date of their return to the bargaining unit. An employee not returned to the bargaining unit within 24 months shall forfeit bargaining unit seniority.
- (c) In the event an employee transferred out of the bargaining unit under (a) or (b) above is returned to the bargaining unit within a period of twelve (12) calendar months he shall accumulate seniority during the period of time outside the bargaining unit.

Implementation Note

Notwithstanding (b), any employee with bargaining unit seniority who is out of the bargaining unit as of the date of the award and who returns to the bargaining unit within 1 year from May 13, 2004 shall not forfeit their seniority.

9.07 (a) Transfer of Seniority and Service

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

- (i) an employee whose status is changed from full-time to part-time shall receive full credit for their seniority and service;
- (ii) an employee whose status is changed from part-time to full-time shall receive credit for their seniority and service on the basis of one (1) year for each 1,725 hours worked.

The above-noted employee shall be allowed a trial period of up to thirty (30) days, during which the Health Centre will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned without loss of seniority to their former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had he not transferred.

9.07 (b) Portability of Service

An employee hired by the Health Centre with recent and related experience may claim consideration for such experience at the time of hiring on a form to be supplied by the Health Centre. Any such claim shall be accompanied by verification of previous related experience. The Health Centre shall then evaluate such experience during the probationary period following hiring. Where in the opinion of the Health Centre such experience is determined to be relevant, the employee shall be slotted in that step of the wage progression consistent with one (1) year's service for every one (1) year of related experience in the classification upon completion of the employee's probationary period. It is understood and agreed that the foregoing shall not constitute a violation of the wage schedule under the Collective Agreement.

9.07 (c) Transformation in Health Care

Seniority Recognition

Without prejudice to the Union's or Health Centre's rights under the collective agreement or the *Labour Relations Act* and/or the *Public Sector*

Labour Relations Transition Act, the parties agree that non-unionized employees who are affected (via relocation/transfer*) shall, when entering the bargaining unit, be afforded seniority and service in accordance with the anniversary of their date of hire (or hours worked) from their original Employer. Such anniversary date shall be calculated in accordance with the relevant provisions of the relevant collective agreement.

Right to Return or Transfer

Employees who are relocated/transferred* to another Employer by the Health Centre will retain their seniority and service at the Health Centre for a forty-eight (48) month period.

Without prejudice to the Union's or Health Centre's rights under the Collective Agreement or the *Labour Relations Act* and/or the *Public Sector Labour Relations Transition Act*, employees relocated/transferred* shall have the right to post for vacancies that arise prior to or subsequent to the relocation/transfer*, at the Health Centre for that forty-eight (48) month period.

If they are the successful applicant, they will return to the employ of the Health Centre with seniority accrued and service intact but not accrued, for the period that the employee was relocated/transferred* to another Employer.

* Pursuant to a "Sale of Business" under Section 69 of the *Labour Relations Act*, 1995, or to a transfer pursuant to the *Public Sector Labour Relations Transition Act*.

9.08 (A) Notice and Redeployment Committee

(a) Notice

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

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

Note: Where a proposed layoff results in the subsequent displacement of

any member(s) of the bargaining unit, the original notice to the Union provided in (i) above shall be considered notice to the Union of any subsequent layoff.

- (b) A layoff shall not include a reassignment of an employee from their classification or area of assignment who would otherwise be entitled to notice of layoff provided:
- i) reassignments will occur in reverse order of seniority;
 - ii) the reassignment of the employee is to an appropriate permanent position with the employer having regard to the employee's skills, abilities, qualifications and training or training requirements;
 - iii) the reassignment of the employee does not result in a reduction of the employee's wage rate or hours of work;
 - iv) the job to which the employee is reassigned is located at the employer's original work site or at a nearby site in terms of relative accessibility of the employee;
 - v) the job to which the employee is reassigned is on the same or substantially similar shift or shift rotation; and
 - vi) where more than one employee is to be reassigned in accordance with this provision, the reassigned employees shall be entitled to select from the available appropriate vacancies to which they are being reassigned in order of seniority provided no such selection causes or would cause a lay off or bumping.

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

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

- (d) Redeployment Committee

A Redeployment Committee will be established not later than two (2) weeks after the notice referred to in 9.08(A) and will meet thereafter as frequently as is necessary.

(i) Committee Mandate

The mandate of the Redeployment Committee is to:

- 1) Identify and propose possible alternatives to the proposed layoff(s) or elimination of position(s), including, but not limited to, identifying work which would otherwise be bargaining unit work and is currently work contracted-out by the Health Centre which could be performed by bargaining-unit employees who are or would otherwise be laid off.
- 2) Identify vacant positions in the Health Centre or positions which are currently filled but which will become vacant within a twelve (12) month period and which are either:
 - (a) within the bargaining unit; or
 - (b) not covered by a collective agreement.
- 3) Identify the retraining needs of workers and facilitate such training for workers who are, or would otherwise be, laid off.
- 4) Subject to article 9.11, the Health Centre will award vacant positions to employees who are, or would otherwise be laid off, in order of seniority if, with the benefit of up to six (6) months retraining, an employee has become able to meet the normal requirements of the job.
- 5) Any dispute relating to the foregoing provisions may be filed as a grievance commencing at Step 2.

(ii) Committee Composition

The Redeployment Committee shall be comprised of equal numbers of representatives of the Health Centre and of the Union. The number of representatives will be determined by the Health Centre and the Union. Meetings of the Redeployment Committee shall be held during normal working hours. Time spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Health Centre at their regular or premium rate as may be applicable.

Each party shall appoint a co-chair for the Redeployment Committee. Co-chairs shall chair alternative meetings of the Committee and will be

jointly responsible for establishing the agenda of the Committee meetings, preparing minutes and writing such correspondence as the Committee may direct.

(iii) Disclosure

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

(iv) Alternatives

The Redeployment Committee, or where there is no consensus, the committee members shall propose alternatives to cutbacks in staffing to the Chief Executive Officer and to the Board of Directors.

At the time of submitting any plan concerning rationalization of services and involving the elimination of any position(s) or any layoff(s) to the District Health Council or to the Ministry of Health, the Health Centre shall provide a copy, together with accompanying documentation, to the Union.

9.08 (B) Retirement Allowance

Prior to issuing notice of layoff pursuant to article 9.08(A)(a)(ii) in any classification(s), the Health Centre will offer early-retirement allowance to a sufficient number of employees eligible for early retirement under HOOPP within the classification(s) in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the number of employees within the classification(s) who would otherwise receive notice of layoff under article 9.08(A)(a)(ii).

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

9.08 (C) Voluntary Exit Option

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

- i) The Health Centre will first make offers in the classifications within

department(s) where layoffs would otherwise occur. If more employees than are required are interested, the Health Centre will make its decision based on seniority.

- ii) If insufficient employees in the department affected accept the offer, the Health Centre will then extend the offer to employees in the same classification in other departments. If more employees than are required are interested, the Health Centre will make its decision based on seniority.
- iii) In no case will the Health Centre 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 Health Centre 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 Health Centre's discretion and will be no earlier than thirty (30) calendar days immediately following the employee's written acceptance of the offer.

An employee who 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 fifty-two (52) weeks' pay.

9.09 Layoff and Recall

An employee in receipt of notice of layoff pursuant to 9.08(A)(a)(ii) may:

- (a) accept the layoff; or
- (b) opt to receive a separation allowance as outlined in Article 9.12; or
- (c) opt to retire, if eligible under the terms of the Healthcare of Ontario Pension Plan (HOOPP) as outlined in Article 9.08(B); or
- (d) displace another employee who has lesser bargaining unit seniority in the same or a lower or an identical-paying classification in the bargaining unit if the employee originally subject to layoff has the ability to meet the normal requirements of the job. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article 9.08 (A).

An employee who chooses to exercise the right to displace another

employee with lesser seniority shall advise the Health Centre of their intention to do so and the position claimed within seven (7) days after receiving the notice of layoff.

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

- (e) In the event that there are no employees with lesser seniority in the same or a lower or identical-paying classification, as defined in this article, a laid-off employee shall have the right to displace another employee with lesser seniority in a higher-paying classification provided they are able to meet the normal requirements of the job, with orientation but without additional training.
- (f) In addition, in combined full-time/part-time collective agreements, a full-time employee shall also be entitled to displace another full-time employee with lesser seniority in a higher-paying classification provided that they are able to meet the normal requirements of the job, with orientation but without additional training, when there are no other full-time employees in the same or a lower or similar-paying classification with lesser seniority, prior to being required to displace a part-time employee.
- (g) An employee who is subject to layoff other than a layoff of a permanent or long-term nature including a full time employee whose hours of work are, subject to Article 14.01, reduced, shall have the right to accept the layoff or displace another employee in accordance with (a) and (d) above.
- (h) No full-time employee within the bargaining unit shall be laid off by reason of their duties being assigned to one or more part-time employees.
- (i) In the event of a layoff of an employee, the Health Centre shall pay its share of insured benefits premiums for the duration of the five-month notice period provided for in Article 9.08 (A).
- (j) The Health Centre agrees to post vacancies during the recall period, as per the job posting procedure, allowing employees on recall to participate in the posting procedure. Should the position not be filled via the job posting procedure, an employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided they have the ability to perform the work.

- (k) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Health Centre shall not act in an arbitrary or unfair manner.
- (l) An employee recalled to work in a different classification from which they were laid off shall have the privilege of returning to the position held prior to the layoff should it become vacant within six (6) months of being recalled.
- (m) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (n) The Health Centre shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Health Centre (which notification shall be deemed to be received on the second day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for their proper address being on record with the Health Centre.

9.10 Benefits on Layoff

(The following clause is applicable to full-time employees only)

In the event of a lay-off of a full-time employee the Health Centre shall pay its share of insured benefits premium up to three (3) months from the end of the month in which the lay-off occurs or until the laid off employee is employed elsewhere, whichever occurs first.

9.11 Retraining

(a) Retraining for Positions within the Health Centre

Where, with the benefit of retraining of up to six (6) months, an employee who has either accepted the layoff or who is unable to displace any other employee could be redeployed to a Health Centre position identified by the Redeployment Committee in accordance with Article 9.08(A)(d)(i):

- (i) Opportunities to fill vacant positions identified by the Health Centre Redeployment Committee through retraining shall be offered to employees who apply and would qualify for the position with the available retraining in order of their seniority until the list of any such opportunities is

exhausted. Opportunities to fill vacancies outside of the bargaining units may be offered by the Health Centre in its discretion.

- (ii) The Health Centre and the Union will cooperate so that employees who have received notice of permanent layoff and been approved for retraining in order to prevent a layoff will have their work schedules adjusted in order to enable them to participate in the retraining, and scheduling and seniority requirements may, by mutual agreement, be waived. The Redeployment Committee will seek the availability of any federal or provincial retraining program funds to cover the cost of tuition, books and travel, as well as any wages eligible under the terms of such program.
- (iii) Apart from any on-the-job training offered by the Health Centre, any employee subject to layoff who may require a leave of absence to undertake retraining in accordance with the foregoing shall be granted an unpaid leave of absence which shall not exceed six (6) months.
- (iv) Laid-off employees who are approved for retraining in order to qualify for a vacant position within the Health Centre will continue to receive insured benefits.

(b) Placement

Upon successful completion of their training period, the Health Centre and the Union undertake to waive any restrictions which might otherwise apply, and the employee will be placed in the job identified in 9.11(a) (i).

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

9.12 Separation Allowances

- (a) Where an employee resigns within 30 days after receiving notice of layoff pursuant to article 9.08(A)(a)(ii) that their position will be eliminated, they shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of sixteen (16) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand (\$3,000) dollars.
- (b) Where an employee resigns later than 30 days after receiving notice pursuant to Article 9.08(A)(a)(ii) that their position will be eliminated, they shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within

twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250) dollars.

- (c) For the purposes of calculating separation allowance entitlements under this Article for part-time staff, the following shall be utilized:
 - (i) Years of service shall be determined by dividing the employee's seniority by 1725 hours. The resulting figure shall be deemed to be the years of service.
 - (ii) The normal hours per week for a part-time or casual employee shall be calculated using the weekly average of the employee's paid hours for the twenty-six (26) week period immediately prior to the last day the employee worked.

9.13 Technological Change

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

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

Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall be given a period of training, with due consideration being given to the employee's age and previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. The employer will assume the cost of tuition and travel. 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 months.

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

9.14 Registered Practical Nurse Professional Development/Scope of Practice

Continuous professional development is a hallmark of professional nursing practice. As a self-regulating profession, nursing recognizes the importance of maintaining a dynamic practice environment which includes ongoing learning, the maintenance of competence, career development, career counselling and succession planning. The parties agree that professional development includes a diverse range of activities, including but not limited to formal academic programs; short term continuing education activities, certification programs; independent learning committee participation. The parties recognize their joint responsibility in and commitment to active participation in the area of professional development, including scope of practice.

Where Registered Practical Nurse professional development is not specifically addressed at any existing joint committee, the Health Centre's Chief Nursing Officer and Human Resources Officer will meet with the Union on a quarterly basis to discuss professional responsibility and scope of practice issues.

In any event, the parties will be guided by the following key principles:

- Professional development will be recognized;
- All Registered Practical Nurses will have access to professional development opportunities;
- Responsibilities for professional development will be shared between the individual and the Health Centre;
- Employee needs, Health Centre needs and department/program requirements will be considered.

9.15 Work-Loads

- (a) The parties agree that resident care is enhanced if concerns relating to professional practice, resident's acuity, fluctuating Work-Loads and fluctuating staffing are resolved in a timely and effective manner.
- (b) Employees are encouraged to raise their concerns with their immediate supervisor within forty-eight (48) hours. In the event that within ten (10) calendar days, the workload concern is not resolved to the employee's

satisfaction, the employee, or group of employees, may, within forty-eight (48) hours, submit their concerns in writing (with a copy to their immediate supervisor) to either the Joint Health and Safety Committee (as constituted under the Collective Agreement) or the Labour Management Committee (as constituted under Article 6.02) through their union representative using the template Workload Complaint Form attached at Appendix-1 (m). This form may be modified by mutual agreement of the parties.

This process is designed to facilitate discussion between employee(s) and supervisor, but a dispute over workload shall not form the basis of a grievance under Article 7 – Grievance Procedure.

9.16 Professional Responsibility, Patient Care, Workloads and Staffing

- (a) The parties agree that optimal care is, and safe working conditions are, enhanced if concerns relating to professional responsibility, patient care, workloads and staffing issues are resolved in a timely and effective manner with communications between the parties being:
 - i) professional;
 - ii) courteous;
 - iii) collegial;
 - iv) respectful; and
 - v) focused on resolving the issue, not on the individuals.
- (b) Employees are encouraged to raise their concerns with their immediate supervisor within forty-eight (48) hours.
- (c) Upon receipt of a response from the supervisor within five (5) working days, if the employee or group of employees in (b) above are not satisfied, the employee or group of employees may, within forty-eight (48) hours, submit a Workload Complaint Form (attached at appendix 1 (m)) to the Chief Nursing Officer, with a copy to the Union. A meeting shall be held within thirty (30) days of a request from the employee or group of employees, who may be accompanied to this meeting by a Union representative. The Director will respond in writing to the employee, or group of employees, with a copy to the Union if applicable, within fifteen (15) days.
- (d) Upon receipt of a written response from the Director, if the employee or group of employees in (c) above are not satisfied, the employee or group of employees, who may be accompanied by their Union Representative,

may, within forty-eight (48) hours, request a meeting with the Executive responsible for the program (or their designate) and such meeting shall be held within thirty (30) days. The Executive responsible for the program (or their designate) will respond in writing to the employee, or group of employees, within fifteen (15) days of the meeting, with a copy to the Union if applicable.

- (e) It is agreed and understood that an employee or group of employees may in exceptional an urgent cases request an immediate meeting with the Executive responsible for the program who will make every reasonable effort to accommodate the request. The timelines provided for in (d) above will apply failing resolution at this meeting.
- (f) Only the timelines set out above are subject to Article 7 – Grievance and Arbitration Process.

9.17 Seniority List

A revised seniority list will be provided to the Union quarterly and posted for review by employees. Such seniority list will include the employee's name, classification, start date and hours. Employees shall have thirty (30) calendar days from the date of posting to notify the Employer of any errors in seniority calculations. If no errors are reported in such thirty (30) day period, the seniority list shall be accepted as correct for all Employees.

When two (2) or more Employees attain seniority on the same date, they shall be placed on the seniority list in alphabetical order to identify their seniority.

The Health Centre further agrees to furnish the Union, in the months of March and September of each year, with a list of all employees in the bargaining unit together with their last recorded address.

ARTICLE 10 - CONTRACTING OUT

10.01 Contracting Out

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

10.02 Contracting Out

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

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

In order to ensure compliance with this provision, the Health Centre agrees that it will withdraw the work from any contractor who has failed to meet the aforesaid terms of the contracting-out arrangement.

10.03 Contracting In

Further to Article 9.08 (a)(d)(i)(1) the parties agree that the Redeployment Committee will immediately undertake a review of any existing sub-contract work which would otherwise be bargaining unit work and which may be subject to expiry and open for renegotiation within six (6) months with a view to assessing the practicality and cost-effectiveness of having such work performed within the Health Centre by members of the bargaining unit.

ARTICLE 11 - WORK OF THE BARGAINING UNIT

11.01 Work of the Bargaining Unit

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.

11.02 Volunteers

The use of volunteers to perform bargaining unit work, as covered by this

agreement, shall not be expanded beyond the extent of existing practice as of June 1, 1986. Effective October 1, 1990, the Health Centre shall submit to the Union figures indicating the number of volunteers as of September 20, 1990. Thereafter, the Health Centre shall submit to the Union, at three (3) month intervals, the number of volunteers for the current month, and the number of hours worked and the duties performed.

ARTICLE 12 – LEAVES OF ABSENCE

12.01 (a) Personal Leave *(Applicable to full-time and part-time employees)*

Written request for a non-emergency personal leave of absence without pay will be considered on an individual basis by the Health Centre. Such requests are to be submitted to the employee's immediate supervisor at least four (4) weeks in advance, unless not reasonably possible to give such notice, and a written reply will be given within fourteen (14) days except in cases of emergency in which case a reply will be given as soon as possible. Employees needing personal leave for days for appointments with medical practitioners may utilize the personal leave language. Such leave will not be unreasonably withheld.

12.01 (b) Emergency Leave *(Applicable to full-time and part-time employees)*

As per the Employment Standards Act, an employee is entitled to a leave of absence without pay because of any of the following:

1. A personal illness, injury or medical emergency.
2. The death, illness, injury or medical emergency of an individual described in this Article.
3. An urgent matter that concerns an individual described in this Article.

For the purposes of this Article, the individuals referred to in this Article are:

- the employee's spouse
- a parent, step-parent or foster parent of the employee or the employee's spouse

- a child, step-child or foster child of the employee or the employee's spouse
- a grandparent, step-grandparent, grandchild or step-grandchild of the employee or of the employee's spouse
- the spouse of a child of the employee
- the employee's brother or sister
- a relative of the employee who is dependent on the employee for care or assistance

An employee who wishes to take leave under this section shall advise the Health Centre that they will be doing so. If the employee must begin the leave before advising the Health Centre, the employee shall advise the Health Centre of the leave as soon as possible after beginning it.

An employee is entitled to take a total of 10 days' leave under this section each year. If an employee takes any part of a day as leave under this section, the Health Centre may deem the employee to have taken one day's leave on that day for the purposes of this Article. The Health Centre may require an employee who takes leave under this section to provide evidence reasonable in the circumstances that the employee is entitled to the leave.

Upon the conclusion of an employee's leave under this Article, the Health Centre shall reinstate the employee to the position the employee most recently held with the Health Centre, if it still exists, or to a comparable position, if it does not.

12.02 Union Business

- (a) The Health Centre shall grant leave of absence without pay to a reasonable number of employees and for a total not exceeding one hundred and twenty-five (125) days in any calendar year to represent the Union at Union conventions, seminars, education classes, and other Union business in connection with the administration of the collective agreement providing the Health Centre is given at least fourteen (14) days written notice by the Union. Such leave will not be unreasonably denied.

In requesting such leave of absence for an employee or employees, the Union must give at least fourteen (14) days clear notice in writing to the

Health Centre.

During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Health Centre on the basis of what their normal regular hours of work would have been, provided that the Union reimburses the Health Centre in the amount of such salary and applicable benefits within thirty (30) days of billing.

Notwithstanding the above, time spent by the eight (8) Executive Board members and the seven (7) Alternate executive Board members of the Ontario Council of Hospital Unions to fulfill the duties of the position shall be in addition to leave for Union Business under this clause.

Part-time and casual employees will be given full credit for seniority purposes for regularly scheduled hours missed in accordance with this provision.

- (b) In addition to the above, a part-time or casual employee who is attending to union business when not regularly scheduled to work shall be deemed to be on union leave and the amount of such leave shall not be deducted from the number of days absence identified above. Such part-time or casual employee will be credited with seniority for the number of hours of such leave to a maximum of thirty-seven and one-half (37.5) hours per week. The Union will advise the Health Centre of the number of such hours.
- (c) Notwithstanding the above, time spent by the eight (8) Executive Board members of the Ontario Council of Hospital Unions to fulfil the duties of the position shall be in addition to leave for Union Business under this clause.

12.03 (a) Full-Time Position(s) with the Union
(This clause is applicable to full-time employees only)

Upon application by the Union, in writing, the Health Centre shall grant leave of absence, without pay, to an employee elected or appointed to full-time Union office. It is understood that no more than two (2) employees in the bargaining unit may be on such leave at the same time. Such leave shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties. It is understood that no more than one (1) employee will be from the same unit of the Health Unit, subject to operational requirements.

Seniority shall accumulate for employees during such leave on the basis

of what their normal regular hours of work would have been. Service shall accumulate for employees during such leave to the maximum provided, if any, under the provisions of the collective agreement. It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence.

The employee shall notify the Health Centre of their intention to return to work at least four (4) weeks prior to the date of such return. The employee shall be returned to their former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had the employee not been on leave.

Notwithstanding Article 2.01, the Health Centre may fill the vacancy resulting from such leave on a temporary basis.

12.03 (b) Full-Time Position(s) with the Union

(The clause is applicable to part-time employees only)

Upon application by the Union, in writing, the Health Centre shall grant leave of absence, without pay, to an employee elected or appointed to full-time Union office. It is understood that no more than two (2) employees in the bargaining unit may be on such leave at the same time. Such leave shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties. It is understood that no more than one (1) employee will be from the same unit of the Health Centre, subject to operational requirements.

Seniority and service shall accrue at seven and one-half (7.5) hours per day to a maximum of thirty-seven and one-half (37.5) hours per week during such leave.

The employee shall notify the Health Centre of their intention to return to work at least four (4) weeks prior to the date of such return. The employee shall be returned to their former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had the employee not been on leave.

Notwithstanding Article 2.01, the Health Centre may fill the vacancy resulting from such leave on a temporary basis.

12.04 Bereavement Leave

Any employee who notifies the Health Centre as soon as possible

following a bereavement will be granted bereavement leave for four (4) consecutive working days off without loss of regular pay from regularly scheduled hours in conjunction with the death of the spouse, child or parent. Any employee who notifies the Health Centre as soon as possible following a bereavement will be granted bereavement leave for three (3) consecutive working days off without loss of regular pay from regularly scheduled hours in conjunction with the death of the sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, brother-in-law, sister-in-law or grandparent of spouse. An employee shall be granted one (1) day bereavement leave without loss of regular pay from regularly scheduled hours to attend the funeral of their aunt or uncle, niece, or nephew.

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

12.05 (a) Jury & Witness Duty

(The following clause is applicable to full-time employees only)

If an employee is required to attend jury selection or 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 Health Centre, the employee shall not lose regular pay because of such attendance provided that the employee:

- (a) notifies the Health Centre immediately on the employee's notification that he will be required to attend at court;
- (b) presents proof of service requiring the employee's attendance;
- (c) deposits with the Health Centre the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.

Where a full-time employee is selected for jury duty, for a period in excess of one (1) week, the employee shall be paid for all hours scheduled and not be expected to attend at work. Upon completion of the process the employee shall be returned to that point on their former schedule that is considered appropriate by the Health Centre. It is understood and agreed

that the parties may agree to different scheduling arrangements for the first week of jury and witness duty.

In addition to the foregoing, where a full-time employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Health Centre on their regularly scheduled day off, the Health Centre will attempt to reschedule the employee's regular day off. Where the employee's attendance is required during a different shift than he is scheduled to work that day, the Health Centre will attempt to reschedule the shift to include the time spent at such hearing. It is understood that any rescheduling shall not result in the payment of any premium pay.

Where the Health Centre is unable to reschedule the employee and, as a result, he is required to attend during other than their regularly scheduled paid hours, he shall be paid for all hours actually spent at such hearing at their straight time hourly rate subject to (a), (b) and (c) above.

12.05 (b) Jury & Witness Duty

(This clause is applicable to part-time employees only)

If an employee is required to attend jury selection or 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 Health Centre, the employee shall not lose regular pay because of such attendance provided that the employee:

- (a) notifies the Health Centre immediately on the employee's notification that they will be required to attend at court;
- (b) presents proof of service requiring the employee's attendance;
- (c) deposits with the Health Centre the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.

Where a part-time employee is selected for jury duty, for a period of excess of one (1) week, the employee shall be paid for all hours scheduled and not be expected to attend at work. Upon completion of the process the employee shall be returned to that point on their former schedule that is considered appropriate by the Health Centre. It is understood and agreed that the parties may agree to different scheduling arrangements for the first week of jury and witness duty.

In addition to the foregoing, where a part-time employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Health Centre on their regularly scheduled day off, they shall be paid for all hours actually spent at such hearings at their regular straight time hourly rate subject to (a), (b) and (c) above.

12.06 (a) Pregnancy Leave

(The following clause is applicable to full-time employees only)

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Health Centre with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (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 Health Centre at least two (2) weeks in advance thereof.
- (d) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Health Centre's Supplementary Unemployment Benefit (SUB) Plan, 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 Section 22 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between ninety-three percent (93%) of her normal weekly earnings and the sum of her weekly unemployment insurance benefits and any other earnings. Receipt by the Health Centre of the employee's unemployment insurance cheque stubs shall constitute proof that she is in receipt of Employment Insurance pregnancy benefits.

The employee's normal weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to receive if

she were not on pregnancy leave.

In addition to the foregoing, the Health Centre will pay the employee ninety-three percent (93%) of her normal weekly earnings during the first one (1) week period of the leave while waiting to receive Employment Insurance benefits.

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

- (e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave.
- (f) The Health Centre will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.
- (g) Subject to any changes to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

12.06 (b) Pregnancy Leave
(The following clause is applicable to part-time employees only)

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Health Centre with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (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 Health Centre at least two (2) weeks in advance thereof.

- (d) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Health Centre's Supplementary Unemployment Benefit (SUB) Plan, 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 Section 23 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between ninety-three percent (93%) of her normal weekly earnings and the sum of her weekly unemployment insurance benefits and any other earnings. Receipt by the Health Centre of the employee's unemployment insurance cheque stubs shall constitute proof that she is in receipt of Employment Insurance pregnancy benefits.

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

In addition to the foregoing, the Health Centre will pay the employee ninety-three percent (93%) of her normal weekly earnings during the one (1) week period of the leave while waiting to receive Employment Insurance benefits.

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

- (e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave on the basis of what the employee's normal regular hours of work would have been.
- (f) The Health Centre will continue to pay the percentage in lieu of benefits and its share of pension contributions during the period of pregnancy leave. The Health Centre will register those benefits as part of the Supplemental Unemployment Benefit Plan with the Employment Insurance Commission.
- (g) Subject to any changes to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be

reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

12.07 (a) Parental Leave

(The following clause is applicable to full-time employees only)

- (a) Parental leaves will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least two (2) weeks in advance of the date of the commencement of such leave and the expected date of return.
- (c) For the purposes of this Article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as their own.
- (d) An employee who is an adoptive parent shall advise the Health Centre as far in advance as possible of having qualified to adopt a child, 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.

An employee who is an adoptive parent may extend the parental leave for such greater time as may be required by the adoption agency concerned to a maximum total of six (6) months.

An employee shall reconfirm their intention to return to work on the date originally approved in subsection (b) above by written notification received by the Health Centre at least two (2) weeks in advance thereof.

- (e) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Health Centre's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 22 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit for a period not exceeding eleven (11) weeks. That benefit shall be

equivalent to the difference between ninety-three percent (93%) of the employee's normal weekly earnings and the sum of their weekly Employment Insurance benefits and any other earnings. Receipt by the Health Centre of the employee's employment insurance cheque stub will serve as proof that the employee is in receipt of employment insurance parental benefits.

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

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

In addition to the foregoing, the Health Centre shall pay the employee ninety-three percent (93%) of their normal weekly earnings during the one (1) week period of the leave while waiting to receive Employment Insurance benefits.

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

- (f) Credits for service and seniority shall accumulate for a period of up to sixty-one (61) weeks after the parental leave began, if the employee also took pregnancy leave, and sixty-three (63) weeks after the parental leave began otherwise, while the employee is on parental leave.
- (g) The Health Centre will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to sixty-one (61) weeks after the parental leave began, if the employee also took pregnancy leave, and sixty-three (63) weeks after the parental leave began otherwise, while the employee is on parental leave.
- (h) Subject to any changes to the employee's status which would have

occurred had they not been on parental leave, the employee shall be reinstated to their former duties, on the same shift in the same department, and at the same rate of pay.

12.07 (b) Parental Leave

(The following clause is applicable to part-time employees only)

- (a) Parental leaves will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least two (2) weeks in advance of the date of the commencement of such leave and the expected date of return.
- (c) For the purposes of this article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as their own.
- (d) An employee who is an adoptive parent shall advise the Health Centre as far in advance as possible of having qualified to adopt a child, 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.

An employee who is an adoptive parent may extend the parental leave for such greater time as may be required by the adoption agency concerned to a maximum total of six (6) months.

An employee shall reconfirm their intention to return to work on the date originally approved in subsection (b) above by written notification received by the Health Centre at least two (2) weeks in advance thereof.

- (e) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Health Centre's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the Employment Insurance Act, shall be paid a supplemental unemployment

benefit for a period not exceeding eleven (11) weeks. That benefit shall be equivalent to the difference between ninety-three percent (93%) of the employee's normal weekly earnings and the sum of their weekly employment insurance benefits and any other earnings. Receipt by the Health Centre of the employee's employment insurance cheque stub will serve as proof that the employee is in receipt of employment insurance parental benefits.

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

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

In addition to the foregoing the Health Centre shall pay the employee ninety-three percent (93%) of their normal weekly earnings during the one (1) week period of the leave while waiting to receive Employment Insurance benefits.

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

- (f) Credits for service and seniority shall accumulate for a period of up to sixty-one (61) weeks after the parental leave began, if the employee also took pregnancy leave, and sixty-three (63) weeks after the parental leave began otherwise, while the employee is on parental leave on the basis of what the employee's normal regular hours of work would have been.
- (g) The Health Centre will continue to pay the percentage in lieu of benefits and its share of the pension contribution for a period of up to eleven (11) weeks while the employee is on parental leave. The Health Centre will register these benefits with the Employment Benefit Plan.
- (h) Subject to any changes to the employee's status which would have

occurred have they are not been on parental leave, the employee shall be reinstated to their former duties, on the same shift in the same department, and at the same rate of pay.

12.08 Education Leave

If required by the Health Centre, an employee shall be entitled to leave of absence with pay and with full credit for service and seniority and benefits to take courses and to write examinations to upgrade their employment qualifications. Where employees are required by the Health Centre to take courses to upgrade or acquire new employment qualifications, the Health Centre shall pay the full costs associated with the courses.

Subject to operational requirements, the Health Centre will make every reasonable effort to grant requests for necessary changes to an employee's schedule to enable attendance at a recognized up grading course or seminar related to employment with the Health Centre.

Subject to operational requirements, the Health Centre will make every reasonable effort to grant requests for an employee to take an educational leave without pay and without loss of seniority of up to twelve (12) months for training related to the employee's employment at the Health Centre.

The Health Centre will endeavour to schedule mandatory in-service programs during an employee's regular working hours. When an employee is on duty and authorized to attend any in-service program within the Health Centre and during their regularly scheduled working hours the employee shall suffer no loss of regular pay. When an employee is required by the Health Centre to engage in any learning opportunities outside of their regularly scheduled working hours, the employee shall be paid for all time spent on such learning opportunities at their regular straight time hourly rate of pay.

Where the Health Centre requires e-learning, it will make reasonable efforts to enable Health Centre e-learning requirements during an employee's regular working hours. Where an employee is unable to complete required Health Centre e-learning during regular working hours and is required to complete Health Centre e-learning outside of their regular working hours, the Health Centre will identify in advance the time that will be paid at their regular straight time hourly rate of pay.

Part-time employees will be credited with seniority and service for all such hours paid as provided above while engaged in such learning opportunities.

12.09 Pre-Paid Leave Plan

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

- (a) The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The employee must make written application to the Health Centre 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 determined between the parties. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the employee, the Union and the Health Centre.
- (d) Where there are more applications than spaces allotted, seniority shall govern.
- (e) During the four (4) years of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to the employee 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 Health Centre.
- (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 Health Centre 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 the employee is participating. Contributions to the Healthcare of Ontario Pension Plan will be in accordance with the

Plan. The employee will not be eligible to participate in the disability income plan during the year of the 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 Health Centre. 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 Health Centre 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 Health Centre will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Health Centre is unable to find a suitable replacement, it may postpone the leave. The Health Centre will give the employee as much notice as is reasonably possible. 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 having the deferred salary, plus accrued interest, if any, paid out to the employee within a reasonable period of time.
- (l) The employee will be reinstated to their former position unless the position has been discontinued, in which case the employee shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Health Centre in order to authorize the Health Centre 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 this Article of the collective agreement.
 - (ii) The period of salary deferral and the period for which the leave is requested.
 - (iii) The manner in which the deferred salary is to be held.

The letter of application from the employee to the Health Centre to enter the prepaid leave program will be appended to and form part of the written agreement.

12.10

Compassionate Care Leave

(The following clause is applicable to full-time and part-time employees).
The employee and the Health Centre will continue to pay their respective shares of the benefits and pension premiums

- (i) Compassionate care leave will be granted to an employee for up to eight (8) weeks within a twenty-six (26) week period to provide care or support to a family member who is at risk of dying within that 26-week period in accordance with section 49.1 of the *Employment Standards Act*.
- (ii) An employee who is on compassionate care leave shall continue to accumulate seniority and service.
- (iii) Subject to any changes to the employee's status which would have occurred had they not been on compassionate care leave, the employee shall be reinstated to their former duties, on the same shift in the same department, and at the same rate of pay.

ARTICLE 13 - SICK LEAVE, INJURY & DISABILITY

13.01

Sick Leave

(The following clause is applicable to full-time employees only)

An employee who has completed six (6) months of continuous employment shall be credited with nine (9) days' sick leave and shall be credited with one and one-half (1½) days sick leave on the completion of each month of active employment thereafter. A maximum of total accumulated sick leave credits may be used in any one (1) year. It is understood that except as hereinafter provided, sick leave credits may only be used in the case of absence due to illness.

An employee who retires in accordance with the provisions of the Healthcare of Ontario Pension Plan shall be entitled to receive their accumulated sick leave, up to a maximum of one hundred and twenty-five (125) days, at their rate of earnings immediately preceding retirement.

An employee with five (5) or more years of continuous employment shall be entitled, on termination, to fifty percent (50%) of their accumulated sick leave credits up to a maximum of one hundred and twenty-five (125) days at the rate of pay effective immediately prior to termination.

Where an employee is prevented from working for the Health Centre on

account of an occupational illness or accident that is recognized by the Workers' Safety Insurance Board as compensable within the meaning of the Workplace Safety Insurance Act, the Health Centre, on application from the employee will utilize the employee's accumulated sick leave credits to supplement the award made by the Workers' Safety Insurance Board for loss of wages to the employee by such amount that the award of the Workers' Safety Insurance Board for loss of wages, together with the supplementation of the Health Centre, will equal 100% of the employee's net earnings, to the limit of the employee's accumulated sick leave credits. Where a WSIB top-up is currently provided from general revenue, it will be provided on the same basis except that it will continue to be provided from general revenue.

When an employee becomes ill at work and is sent home by the employer, the Health Centre will provide transportation home or to a hospital as appropriate. It is understood that the Health Centre may require an (FT/PT) employee to present a doctor's certificate after three (3) consecutive working days of illness, including as per Article 17.03. However, where the attendance record of an employee is unsatisfactory, the Health Centre may demand in advance a doctor's certificate for any future absence of whatever duration due to illness. The Health Centre shall pay the full cost of any medical certificate required of an employee.

In circumstances where:

- (i) an employee is off on an extended sick leave (2 weeks or greater),
or
- (ii) when the Employer has reasonable evidence that the employee may be returning to work before they are completely recovered; or
- (iii) where the Employer has a reasonable belief that the employee may injure themselves or others by returning to work;

The Employer may request a doctor's certificate certifying that the employee is fit and able to return to work prior to the employee being allowed to do so.

The Health Centre will provide each full-time employee covered by the terms of this Agreement with an annual statement of sick leave credits during the month of May each year, showing such credits as of March 31 of that year.

13.02 Injury Pay

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

13.03 Medical Appointments

The Health Centre will allow employees to take up to two hours, three times per year, with pay to attend medical and/or dental appointments that cannot be easily arranged outside working hours. Where possible requests for time off must be submitted seven (7) calendar days in advance. Additional time for medical appointments can be taken without pay under Article 12.01 Emergency Leave.

13.04 Payment Pending Determination of WSIB Claims (FT)

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

13.05 Workplace Safety and Insurance Board/Modified Work

When an employee is returned on a temporary modified duty assignment, the Health Centre may schedule the employee to work on such modified duties assignment with less than seven (7) calendar days' advance notice. Furthermore, the Health Centre will endeavour to provide the employee with at least seven (7) calendar days' advance notice when returning to their regular schedule following the temporary modified duties assignment.

The Health Centre will notify the Union of the names of any employees represented by the Union who are off work as a result of a work-related

injury.

The Health Centre agrees to provide the Union and the employee with a copy of Workplace Safety and Insurance Board Form 7 at the same time it is sent to the W.S.I.B.

When it is medically determined that an employee is unable to return to the full duties of their position because of disability, the Health Centre will notify and meet with the National Representative and a Representative of the Union to discuss the circumstances surrounding that employee's return to suitable work.

13.06 Long Term Disability

Effective six months from November 5th, 2024, the Health Centre shall implement the long-term disability component of HOODIP, or another equivalent long-term disability plan, with 60% of premiums paid by the Health Centre and 40% paid by the employees.

ARTICLE 14 - HOURS OF WORK

14.01 Daily & Weekly Hours of Work

The standard work day for all employees shall be seven and one-half (7½) hours exclusive of one-half (½) hour unpaid meal break. The standard work day week shall be composed of an average of thirty-seven and one-half (37½) hours per week over the period scheduled by the Health Centre, provided however, that this does not constitute a guarantee as to the hours of work per day nor as to days of work per week nor as a guarantee of working schedules.

Extended tour provisions may be negotiated by the parties during the life of this agreement. Such provisions will be subject to ratification prior to being implemented.

14.02 (a) Rest Periods

(The following clause is applicable to full-time employees only)

The Health Centre will schedule one fifteen (15) minute rest period for each full scheduled half shift.

14.02 (b) Rest Periods

(This clause is applicable to part-time employees only)

Part-time employees shall be entitled to a paid rest period of fifteen (15) minutes for each three and three-quarter (3¾) hours of work.

14.03 Additional Rest Periods

When an employee performs authorized overtime work of at least three (3) hours duration, the Health Centre will schedule a rest period of fifteen (15) minutes duration.

14.04 Scheduling

(Applies as specified in each Article)

- (a) (FT/PT) - An employee required to work on their regularly scheduled day off shall receive time and one-half (1-1/2) their regular straight time rate of pay unless he is given at least seven (7) days' advanced notice of their change in schedule.
- (b) (FT/RPT) - The Health Centre shall endeavour to schedule shifts in such a way that days off shall be consecutive and that free weekends will be equally distributed.
- (c) (FT/RPT) - When an employee is transferred from floor to floor or to another classification or department or shift the Health Centre will endeavour to maintain their weekends off as scheduled.
- (d) (FT/PT) - No employee will be required to work split shifts.
- (e) (FT/PT)
 - (i) The Health Centre will provide at least sixteen (16) hours between scheduled shifts. Failure to do this will result in the payment of overtime rates for the hours worked during the rest period.
 - (ii) Where an employee requests a change in shift, the requirement for sixteen (16) hours between shifts shall not apply.
- (f) The hours and days of work of each employee shall be posted in an appropriate place at least four (4) weeks in advance.

Once posted, the shift schedule shall not be changed without the knowledge of the employee. Where seven (7) calendar days of such

notice is not given the employee, they shall receive payment at time and one-half their regular rate for all such work.

(g) (FT) - No regular full-time employee shall be displaced from employment or have their regular hours of work reduced by the assignment of their work to part-time employees.

(h) (Casual) - A Casual employee shall, on a regular basis, advise the employer of dates, in writing, on which the Casual employee knows, in advance, they will be unavailable. Other than vacation, W.S.I.B. absence or leave of absence, the Casual employee shall be available and accept work;

- for at least four (4) shifts per month including two weekend shifts between Labour Day and July 1st of any year;
- for at least four shifts per month including at least six (6) weekend shifts between July 1st and Labour Day;
- for at least three (3) shifts between December 15th and January 15th.

Such declaration by the Casual employee does not result in a guarantee of work.

Note: The employer shall not penalize a casual employee who puts in availability in accordance with 14.04 (h) above, but is not called in to work the minimum number of shifts.

(i) (RPT) - Regular Part-time employees wishing to work relief or replacement hours shall, on a regular basis, advise the employer, in writing, of the dates on which the employee knows, in advance they will be available to work.

(j) (Casual/RPT) - Such declaration by the Casual employee does not result in a guarantee of work.

(k) (PT) - When a part-time employee is called in to work for shifts that are not scheduled, such call shall be done on a rotational basis within the classification, on the basis of seniority, provided the person is capable of performing the work.

(l) Cancellation of Extra Shifts

An employee who has accepted additional shifts out of their regular schedule shall be granted a minimum of two (2) hours straight time pay in the event that their additional shift is cancelled within twelve (12) hours of the commencement of said shift.

14.05 Job Sharing

- (a) Job sharing is defined as two permanent employees sharing one full-time position. All job sharing arrangements shall be subject to the approval of the Health Centre and the agreement of the Union.
- (b) Before any job sharing arrangement is approved, the Health Centre and the Union must determine:
 - i) The resulting vacancy or vacancies to be posted in accordance with Article 9.05; and
 - ii) The terms and conditions governing the introduction and discontinuance of such job sharing arrangements.
- (c) The employee involved in a job sharing arrangement will be classified as regular part-time and will be covered by the provisions of this Agreement applicable to part-time employees, except that any full-time employee who enters a job sharing arrangement may continue participation in the group health and welfare benefit programs set out in Article 18.01 provided the employee pays the full amount of the monthly premiums during the job sharing period.

14.06 Staff Relief Process

The relief of staff will be governed as follows:

- (a) The shift will be assigned to a member of the permanent float pool.
- (b) Should the shift still be unfilled, it will then be offered to all regular full-time employees and part-time employees from within the classification. Shifts will be offered to employees only to the extent that their total hours worked will not exceed seventy-five (75) hours per pay period. Work will be offered in order of seniority, and by availability. This is not seen as guaranteed hours of work.
- (c) If the shift remains unfilled, it will then be offered to casual employees from within the classification, in order of seniority, and by availability.

- (d) Part-time or casual staff who accept an available shift which is less than seven and one-half (7½) hours will only be offered that shift on that specific day.
- (e) If an error in the staff relief process is made, the employee will be offered an additional shift of the employee's own choosing within a two-week period that does not result in overtime. The Employer agrees that the additional shift will not result in any other employee losing a scheduled of relief shift

14.07 Weekends Off

The Health Centre shall schedule shifts in such a way that all full-time and regular part-time employees be provided with one (1) weekend off in two (2) weeks.

An employee will receive time and one-half (1 ½) their regular straight time pay for all hours worked on a third and subsequent consecutive weekend, save and except where:

- (i) such weekend has been worked by an employee to satisfy specific days off requested by such an employee; or
- (ii) such employee has requested weekend work; or
- (iii) such weekend is worked as a result of an exchange of shifts with another employee.

In departments where the schedule provides for a greater number of weekends off in a three (3) week period, such schedules will not be changed during the term of this Agreement.

The parties fully understand that this clause pertains to only the departments mentioned in the foregoing and to no others.

ARTICLE 15 - PREMIUM PAYMENT

15.01 Definition of Regular Straight Time Rate of Pay

The regular straight time rate of pay is that prescribed in wage schedule of the Collective Agreement.

15.02 Definition of Overtime

Authorized work performed in excess of seven and one-half (7½) hours per day or in excess of thirty-seven and one-half (37½) hours times the number of weeks in the period scheduled by the Health Centre shall be paid for at the rate of time and one-half (1½) the employee's straight time hourly rate.

15.03 Overtime Premium and No Pyramiding

The overtime rate shall be time and one-half (1½) the employee's straight time hourly rate.

Where an employee is required to work additional overtime contiguous to an overtime shift within a twenty-four (24) hour period, the employee will be compensated at the rate of double time their straight time hourly rate for all additional contiguous overtime hours worked.

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.

15.04 Time Off in Lieu of Overtime

Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked.

Time off in lieu may be taken on a mutually agreed upon basis between the employee and the Health Centre, such time off will be the equivalent of the premium rate the employee has earned for working overtime. The Health Centre shall revert to payment of premium rate if time off is not taken within ninety (90) calendar days of the work week in which the overtime was earned or, with the employee's agreement, within 12 months of that work week.

15.05 Reporting Pay

Employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available will be paid at least four (4) hours except when work is not available due to conditions beyond the control of the Health Centre. The reporting allowance outlined as herein shall not apply whenever an employee has received prior notice not to report for work. Part-time employees scheduled to work less than seven

and one-half (7½) hours per day will receive a pro-rated amount of reporting pay.

15.06 Call-Back

Where employees are called back to work after having completed a regular shift, and prior to the commencement of their next regular shift, they shall receive a minimum of four (4) hours of work or four (4) hours pay at the rate of two (2) times their regular hourly earnings.

15.07 Standby

An employee who is required to remain available for duty on standby, outside the normal working hours for that particular employee, shall receive standby pay in the amount of \$3.30 per hour, for all hours on standby. Effective September 29, 2016, where such standby duty falls on a paid holiday, as set out in Article 16, the employee shall receive standby pay in the amount of \$4.90 per hour.

Standby pay shall, however, cease where an employee is called into work under Article 15.06 above and works during the period of standby.

15.08 Temporary Transfer

Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit, they shall be paid the rate in the higher salary range immediately above their current rate for all hours worked in the higher paying position.

Where the Health Centre temporarily assigns an employee to carry out the assigned responsibilities of a classification outside the bargaining unit, the employee shall receive an allowance of \$4.00 for each shift from the time of the assignment.

Where the Health Centre temporarily assigns an employee to carry out the assigned responsibilities of a classification outside the bargaining unit, the employee shall receive an allowance of \$1.00 per hour from the time of the assignment.

This change is effective June 13, 2023 and the Employer will provide retroactive payments to all current and former employees.

15.09 Shift and Weekend Premium

Employees shall be paid a shift premium of two dollars and twenty-six cents (\$2.26) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

Two dollars and seventy-seven cents (\$2.77) per hour will be paid as a weekend premium for all hours worked between 2400 hours Friday and 2400 hours Sunday, or such other 48-hour period as may be agreed upon by the parties.

For clarity, employees will be paid both shift and weekend premiums when working hours eligible for both premiums.

15.10 Payment for or Supply of Meals

An employee who works more than four (4) hours overtime, in excess of a seven and one half (7.5) hour shift shall be provided with a meal or an allowance of (\$10.00) as determined by the Employer. The Employer shall allow one-half hour meal break with pay.

ARTICLE 16 – HOLIDAYS

16.01 Number of Holidays

(The following clause is applicable to full-time employees only)

There shall be twelve (12) holidays. The following are designated as holidays:

- | | |
|--------------------------------|------------------|
| New Year's Day | Civic Holiday |
| Family Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Remembrance Day |
| 2 nd Monday in June | Christmas Day |
| July 1 | Boxing Day |

Should the Health Centre be required to observe an additional paid holiday as a result of legislation, it is understood that one of the existing holidays recognized by the Health Centre shall be established as the legislated holiday after discussion with the Union, so that the Health Centre's obligation to provide the number of paid holidays as noted above remains unchanged.

16.02 Definition of Holiday Pay and Qualifiers

(The following clause is applicable to full-time employees only)

Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times the employee's normal daily hours of work.

In order to qualify for holiday pay for any holiday, or to qualify for a lieu day an employee must complete their scheduled shift on each of the working days immediately prior to and following the holiday except where absence on one or both of the said qualifying days is due to a satisfactory reason.

An employee who was scheduled to work on a holiday, and is absent shall not be entitled to holiday pay or to a lieu day to which they would otherwise be entitled unless such absence was due to a satisfactory reason.

An employee who qualifies to receive pay for any holiday or a lieu day will not be entitled, in the event of illness, to receive sick pay in addition to holiday pay or a lieu day in respect of the same day.

16.03 (a) Payment for Working on a Holiday

(The following clause is applicable to full-time employees only)

If an employee is required to work on any of the holidays the employee shall be paid at the rate of time and one half (1½) their regular straight time hourly rate of pay for all hours worked on such holiday subject to Article 16.03 (c). In addition, if the employee qualifies in accordance with Article 16.02 above the employee will receive a lieu day off with pay in the amount of the employee's regular straight time hourly rate of pay times the employee's normal daily hours of work.

16.03 (b) Payment for Working on a Holiday

(The following clause is applicable to part-time employees only)

If an employee is required to work on any of the holidays the employee shall be paid at the rate of time and one half (1½) their regular straight time hourly rate of pay for all hours worked on such holiday.

16.03 (c) Payment for Working Overtime on a Holiday

Where an employee is required to work authorized overtime in excess of their regularly scheduled hours on a paid holiday, such employee shall receive twice (2x) their regular straight time hourly rate for such authorized overtime.

16.04 Scheduling of Holidays

(The following article is applicable to full-time employees only)

- (a) Employees may request and shall be entitled to use up to four (4) days in lieu of statutory holidays in conjunction with their annual vacation.
- (b) A day off in lieu under Article 16.01, will be taken on a day to be determined by mutual agreement between the Health Centre and the employee concerned provided such day falls after the actual holiday. Employees may bank their lieu days earned between December 1st of one year and November 30th of the following year. Any lieu days that are not used or that are not prescheduled by November 30th will be paid out in cash to employees in the first pay period following November 30th.
- (c) Days in lieu of statutory holidays may be taken on any day of the week by mutual agreement.
- (d) The Health Centre will provide each employee with five (5) consecutive days off at either Christmas or New Year's, with the selection of Christmas or New Year's alternating for each employee in the department or nursing unit on an annual basis. However, the selection of the individual nursing unit will be made to ensure continuity of care on each unit. To accommodate this, the parties agree to waive scheduling regulations (i.e. weekends off, consecutive days off, number of consecutive shifts worked) during the period of December 15 to January 15th. The Health Centre agrees that it shall not be unreasonable in adjusting schedules to accommodate this five (5) day period.
- (e) Notwithstanding Article 16.04 (d) employees who request and are granted vacation under Article 17.06 (d) shall receive both Christmas and New Years Day off if they so request.
- (f) All requests for days off at Christmas and New Year's, in accordance with the prior paragraph, must be submitted by October 15, and the Health Centre will post the work schedule covering the Christmas and New Year's period by November 15.

- (g) In the event that a statutory holiday falls within an employee's vacation period or scheduled day off, he will be granted a day off in lieu of the statutory holiday. The Employer agrees to allow employees who work Monday to Friday, who have not banked statutory holidays, to take up to two days of vacation earned during the year for use under article 16.04 (d) during the Christmas period to achieve the requirement of five (5) consecutive days off.
- (h) Upon receipt, in writing, of a request by an employee to take a lieu day earned under Article 15.04, 16.04 (g) or Article 16.03 (a) of the Collective Agreement, the Health Centre shall schedule the employee off work for the lieu day as requested subject to Article 15.04 and 16.03 (b), provided that seven (7) days' notice is given to the Health Centre, and sufficient replacement staff is available.

ARTICLE 17 – VACATIONS

17.01 (a) Full-Time Vacation Entitlement, Qualifiers and Calculation of Payment

(The following clause is applicable to full-time employees only)

An employee who has completed the following number of continuous years of service:	But less than the following number of continuous years of service:	Is entitled to the following number of weeks of annual vacation with pay; plus the equivalent time off.
1	2	2
2	5	3
5	13	4
13	21	5
21	28	6
28		7

Effective September 29, 2012, the vacation entitlement will be as follows:

An employee who has completed the following number of continuous years of service:	But less than the following number of continuous years of service:	Is entitled to the following number of weeks of annual vacation with pay; plus the equivalent time off.

1	2	2
2	5	3
5	12	4
12	20	5
20	28	6
28		7

Vacation pay shall be calculated on the basis of the employee's regular straight time rate of pay time their normal weekly hours of work, subject to the application of Article 9.04, Effect of Absence.

17.01 (b) Part-Time Entitlement, Qualifiers and Calculation of Payment

(The following clause is applicable to part-time employees only)

An employee who has completed the following number of continuous hours of service:	But less than the following number of continuous hours of service:	Is entitled to the following number of weeks of annual vacation with pay:
Less than 1726		4%
1726	8,625	6%
8,625	22,425	8%
22,425	36,225	10%
36,225	48,300	12%
48,300		14%

Effective September 29, 2012, the vacation entitlement will be as follows:

An employee who has completed the following number of continuous hours of service:	But less than the following number of continuous hours of service:	Is entitled to the following number of weeks of annual vacation with pay:
Less than 1726		4%
1726	8,625	6%
8,625	20,700	8%
20,700	34,500	10%
34,500	48,300	12%
48,300		14%

Progression on Vacation Schedule (Part-time)

Part-time employees, including casual employees, shall accumulate service for the purpose of progression on the vacation scale, on the basis of one (1) year for each 1725 hours worked.

Casual or part-time employees shall receive unpaid leave of absence for vacation purposes if so desired based on length of service. Unpaid leave of absence for vacation purposes is determined by the Letter of Understanding, Calculation of Unpaid Vacation Time. The Health Centre will endeavour to grant the employee's request. Preference will be given on the basis of seniority where there is a conflict between employees. Leaves of absence for vacation may be taken at any time during the year, except during the period December 20 to January 6 inclusive.

17.02 Work During Vacation

Should an employee who has commenced their scheduled vacation and agrees upon request by the Health Centre to return to perform work during the vacation period, the employee shall be paid at the rate of one and one-half (1½) times their basic straight time rate for all hours so worked. To replace the originally scheduled days on which such work was performed, the employee will receive one (1) vacation lieu day off for each day on which he has so worked.

17.03 Illness During Vacation

(The following clause is applicable to full-time employees only)

Where an employee's scheduled vacation is interrupted due to serious illness, which either commenced prior to or during the scheduled vacation period, the period of such illness shall be considered sick leave.

Serious illness is defined as an illness which requires the employee to receive ongoing medical care and/or treatments resulting in either hospitalization or which would confine the employee to their residence or to bed rest for more than three days.

The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.

17.04 Bereavement During Vacation

Where an employee’s scheduled vacation is interrupted due to bereavement, the employee shall be entitled to bereavement leave in accordance with Article 12.04.

The portion of the employee’s vacation which is deemed to be bereavement leave under the above provisions will not be counted against the employee’s vacation credits.

17.05 Carry-Over of Vacation
(Full-Time Employees)

Vacations are normally to be taken in the employee's vacation year. However, where there are extenuating circumstances which make it difficult for the employee to take all the vacation in the employee's vacation year or where there are legitimate personal reasons for considering a carry-over, up to five (5) days' vacation may be carried over into the employee's next vacation at the discretion of the Manager. The carried over vacation must be used during the next following vacation year. No employee may have more than five (5) days' vacation carried over in any year.

17.06 Vacation Scheduling

- (a) The Union and Employer agree to meet in January of each year to discuss the implementation of the summer vacation schedule.
- (b) The Health Centre will endeavour to grant the employee's request for vacation periods within the year, provided that preference will be given on the basis of seniority where there is any conflict as between employees.

Summer Vacation Period: June 15 – September 15

All Staff must submit vacation requests by:	Part-time and Casual Employees must submit availability by:	Vacation Schedules will be posted by:
April 1	April 1	May 15

Christmas and New Years Period: December 15 – January 15

All Staff must submit vacation requests by:	Part-time and Casual Employees must	Vacation Schedules posted by
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	submit availability by:	
October 15	October 15	November 15

- (c) Upon two (2) weeks' notice prior to an employee commencing scheduled vacation, the Health Centre shall provide by separate cheque all vacation pay which would fall during the vacation period. It is understood that this advance will only be made upon the written request of the employee.
- (d) Ten (10) percent of full-time employees in a department may take up to ten (10) consecutively scheduled shifts off between December 15 and January 15, subject to the following:
- (i) The employee must use existing vacation and holiday credits for such leave.
 - (ii) It is agreed that the Health Centre is not required to hire new employees solely for the purpose of providing relief or replacement staff to grant vacation leaves under this Article.
 - (iii) An employee, who is scheduled for any vacation in accordance with this Article is not eligible for vacation during the period from December 15 to January 15 for a period of four (4) years.
 - (iv) It is agreed that an employee may be granted vacation under this Article if it can be accommodated after other employees are granted time off in accordance with Article 16.04, and there are sufficient relief and replacement staff available.
- (e) The request for vacation shall be considered on the basis of seniority, subject to (d) above.
- (f) An employee granted leave under this Article is not eligible for leave under Article 16.04.
- (g) When an employee's request, made in accordance with this Article, is denied, they may carry forward five (5) day's vacation to the following vacation year to be taken by May 1. This provision would be in addition to the carry-over referred to in Article 17.05. The total number of employees allowed such carry-over shall not exceed ten percent (10%) of full-time employees in a department.
- (h) Requests for vacation, which are submitted after April 1, must be

submitted at least one week in advance of the vacation day(s) requested, except where there are extenuating circumstances. The Health Centre will endeavour to grant the employee's request. Where there is a conflict between employees, an employee who makes a request after April 1st may not exercise their seniority over an employee who has previously scheduled vacation.

- (i) An employee who has scheduled a vacation day(s) must give at least one week's advance notice to cancel the scheduled vacation, except where there are extenuating circumstances.

ARTICLE 18 - HEALTH & WELFARE

18.01 Insured Benefits

(The following clause is applicable to full-time employees only)

The Health Centre agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating eligible employees in the active employ of the Health Centre under the insurance plans set out below subject to their respective terms and conditions including any enrolment requirements:

- (a) The Health Centre agrees to pay 100% of the billed premium towards coverage of eligible employees in the active employ of the Health Centre under the Blue Cross Semi-Private Plan in effect as of September 28, 1993, or comparable coverage with another carrier.
- (b) The Health Centre agrees to contribute 75% of the billed premium towards coverage of eligible employees in the active employ of the Health Centre under the existing Blue Cross Extended Health Care Benefits Plan in effect as of September 28, 1993, (as amended below) or comparable coverage with another carrier providing for \$22.50 (single) and \$35.00 (family) deductible, providing the balance of monthly premiums is paid by the employee through payroll deductions.

Reimbursement for prescribed drugs covered by the Plan will be based on the cost of the lowest priced therapeutically equivalent generic version of the drug, unless there is a documented adverse reaction to the generic drug.

Services of a chiropractor and of a licensed or registered physiotherapist will be covered up to an annual maximum of \$375 for each service.

Effective sixty (60) days following the date of ratification [November 5, 2024], services of a licensed or registered massage therapist will be covered up to an annual maximum of \$375.

Vision care maximum of \$300 every twenty-four (24) months in addition to eye examinations biennially, and hearing aid acquisition every 36 months. Vision care coverage can be used for laser eye surgery.

Effective sixty (60) days following the date of ratification [November 5, 2024], vision care maximum of \$450 every twenty-four (24) months in addition to eye examinations biennially, and hearing aid acquisition every 36 months. Vision care coverage can be used for laser eye surgery.

Effective sixty (60) days following the date of ratification [November 5, 2024], mental health services by a psychologist, registered psychotherapist or social worker (MSW) will be covered up to a maximum of \$800 annually.

- (c) The Health Centre agrees to contribute 100% of the billed premium towards coverage of eligible employees in the active employ of the Health Centre under HOOGLIP in effect as of September 28, 1993, or such other group life insurance plan currently in effect providing the balance of the monthly premium is paid by the employee through payroll deductions.
- (d) The Health Centre agrees to contribute 75% of the billed premiums towards coverage of eligible employees in the active employ of the Health Centre under the Blue Cross #9 Dental Plan in effect as of September 28, 1993, or comparable coverage with another carrier (based on the current ODA fee schedule as it may be updated from time to time) providing the balance of the monthly premiums are paid by the employee through payroll deduction.

Effective May 13, 2004, there is increased dental coverage:

Increase dental recall including preventive services to 9 months and add Blue Cross rider #2 (or equivalent) (complete and partial dentures) at 50/50 co-insurance to \$1,000.00 annual maximum and Blue Cross rider #4 (or equivalent) (crowns, bridgework and repairs to same) at 50/50 co-insurance to \$1,000.00 annual maximum.

Maintain current ODA fee schedule

- (e) The Health Centre will provide equivalent coverage to all employees who

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

- (f) A copy of all current master policies of the benefits referred to in this Article shall be provided to the Union.
- (g) It is understood that permanent part-time employees (i.e. regularly employed for more than twenty-four (24) hours per week but less than the standard work week as provided in Article 14.01, shall not qualify for coverage under the Group Life Insurance Plan.

18.02 Change of Carrier

(The following clause is applicable to full-time employees only)

It is understood that the Health Centre may at any time substitute another carrier for any plan (other than OHIP) provided the benefits conferred thereby are not in total decreased. The Health Centre shall notify the Union sixty (60) days in advance of making such a substitution to explain the proposed change and to ascertain the views of the employees. Upon a request by the Union, the Health Centre shall provide to the Union, full specifications of the benefit programs contracted for and in effect for employees covered herein.

18.03 Pension

(The following clause is applicable to full-time employees only)

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

18.04 Benefits for Part-Time Employees

(The following clause is applicable to part-time employees only)

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 Health Centre, as part of direct compensation or otherwise, including holiday pay, save and except salary, vacation pay, standby pay, call back pay, reporting pay, responsibility allowance, jury and witness duty, bereavement pay, and

maternity supplemental unemployment benefits an amount equal to 14% of their regular straight time hourly rate for all straight time hours paid.

18.05 Employee Assistance Program

The Health Centre and Union recognise that the provision of assistance to employees who are experiencing problems is of benefit to all concerned.

The parties, therefore, have established a formal program which has the objective of providing confidential assistance to employees with personal and job related problems.

The Labour Management Committee will annually review the existing Employee Assistance Program and make recommendations should changes be required.

ARTICLE 19 - HEALTH & SAFETY

19.01 Protective Footwear

- (a) Effective January 1, 2017, the Health Centre will provide \$120.00 per calendar year to each full-time employee and \$120.00 per calendar year to each regular part-time employee who is required by the Health Centre to wear safety footwear during the course of their duties.
- (b) The Health Centre will require employees performing the following functions to wear appropriate safety footwear:
- Plant Services
 - Stores
 - Food and Nutrition Production Staff
 - Housekeeping - Cleaners
 - Linen Staff
 - Transport – Driver

19.02 Infectious Diseases Article

- a) The employer shall take every precaution reasonable in the circumstances for the protection of a worker. [*Occupational Health and Safety Act, s. 25 (2) (h)*].
- b) When faced with occupational health and safety decisions, the Health

Centre will not await full scientific or absolute certainty before taking reasonable action(s) including but not limited to, providing readily accessible personal protective equipment that reduces risk and protects employees.

- c) The Health Centre will ensure adequate stocks of the N95 respirator or equivalent or better (or such other personal protective equipment as the parties may in writing agree) to be made available to bargaining unit members at short notice in the event that there are reasonable indications of the emergence of a pandemic, epidemic or outbreak of an infectious disease in the community served by the Health Centre.
- d) A worker who is required by their employer to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the worker shall participate in such instruction and training. Personal protective equipment that is to be provided, worn or used shall, be properly used and maintained, be a proper fit, be inspected for damage or deterioration and be stored in a convenient, clean and sanitary location when not in use. [*O. Reg. 67/93 – Health Care*].
- e) The Health Centre agrees to cooperate in providing necessary information and management support to enable the Joint Health and Safety Committee to fulfil its functions. In addition, the Health Centre will provide the Committee with access to the Health Centre pandemic plan and related risk assessment, all accident reports, health and safety records, notifications of exposure to an infectious or contagious disease, and any other pertinent information in its possession. The Health Centre will also provide the Committee with reports on fit testing compliance annually and personal protective equipment inventory on a quarterly basis. The Committee shall respect the confidentiality of the information.
- f) 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 is identified. If a temporary transfer is not feasible, the employee will be granted an unpaid leave of absence before the commencement of the pregnancy leave.

19.03 Influenza Vaccinations

The parties agree that influenza vaccinations may be beneficial for patients and employees. Upon a recommendation pertaining to a facility or a specifically designated area(s) thereof from the Medical Officer of Health

or in compliance with applicable provincial legislation, the following rules will apply:

- (a) The Health Centre recognizes that employees have the right to refuse any recommended or required vaccination. Employees will notify Employee Health of their immunization status, and provide a copy of certification of the vaccination obtained.
- (b) If an employee has not been vaccinated with the recommended influenza vaccine and an outbreak occurs on their unit, during the outbreak period they will be allowed to continue to work on the unit but will be required to wear full personal protective equipment (consistent with the Health Centre's current practice) for the duration of the outbreak, provided that such practice is not specifically disallowed by the Medical Officer of Health
- (c) In the event of an outbreak where the Medical Officer of Health does not allow employees who have not taken the recommended vaccine to work on the unit affected by an outbreak, the following provisions will apply:
 - i) If an employee refuses to take the recommended or required vaccine required under this provision, they will be reassigned during the outbreak period, unless reassignment is not possible, in which case they will be placed on unpaid leave. If an employee is placed on unpaid leave, they can use banked lieu time or vacation credits in order to keep their pay whole. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
 - ii) If an employee refuses to take the recommended or required vaccine because it is medically contra-indicated, and where a medical certificate is provided to this effect, they will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be placed on paid leave. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- (d) If an employee gets sick as a result of the vaccination, that is confirmed as such by a physician and applies for WSIB, the Health Centre will not oppose the claim.
- (e) If the full cost of such medication is not covered by some other source, the Health Centre will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during an employee's working hours. In

addition, employees will be provided with information, including risks and side effects, regarding the vaccine.

- (f) This article shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

19.04 Pregnant Employees

Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the pregnancy leave referred to in Article 12.06.

19.05 Hepatitis Vaccine

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

19.06 Medical Examinations

The Health Centre agrees that when x-rays, medical examinations and/or tests are required by the Health Centre, the employee shall be provided with time off during normal working hours for these purposes.

An employee may choose to have any medical examinations, other than pre-employment medical examinations, performed by their personal physician unless the Health Centre has a specific objection to the physician selected. Such objection by the Health Centre shall not be unreasonable.

19.07 Violence in the Workplace

The Health Centre and the union agree that they have a shared goal of a workplace free of violence.

The Parties recognize that employees may be exposed to unwanted behaviour from others in the workplace and that such behaviour may result in injury and/or emotional distress to an employee. The Health Centre agrees that as part of its mandate the JOHSC, Incident Investigation committee (JOHSC Co-chairs Committee) will address the following:

- Review specific policies and procedures to deal with both the

prevention and management of violence in the workplace.

- Monitor the incidents of violence against employees and develop a process to measure the effectiveness of the procedures to prevent violence in the workplace. Such processes shall include procedure to prevent violence against staff by residents.
- Recommend training and support programs for employees.
- Report regularly to the JOHSC. The committee shall make recommendations for the safety of all staff.

The Health Centre and the Union agree that they have a shared goal of a workplace free of violence.

To that end, the parties will determine appropriate solutions to promote health and safety in workplaces, including, but not limited to:

Violence in the Workplace (include Verbal Abuse)

In particular, the parties will consider appropriate measure to address violence in the workplace, which may include, among other remedies:

- i) Electronic and visual flagging;
- ii) Properly trained security who can de-escalate, immobilize and detain/restrain;
- iii) Appropriate personal alarms;
- iv) Organizational wide risk assessments assessing environment, risk from patient population, acuity, communication, and work flow and individual client assessments; and
- v) Training in de-escalation, “break-free” and safe immobilization/detainment/restraint.

“Workplace violence” means,

- (a) The exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker,
- (b) An attempt to exercise physical force against a worker, in a

workplace, that could cause physical injury to the worker, and

- (c) A statement or behaviour that is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.

The Health Centre will ensure that employees are properly advised in advance if they are required to interact with residents who the Health Centre is aware have exhibited violent behaviour previously or who could otherwise reasonably be considered to pose a danger of exhibiting violent behaviour.

The Health Centre shall give due consideration to whether, in light of all the relevant circumstances, it is appropriate that an employee interacts with a known violent resident alone.

The Health Centre shall notify the Union without undue delay of any incident of an employee being subjected to violence at the workplace.

ARTICLE 20 – COMPENSATION

20.01 (a) Job Classification

When a new classification (which is covered by the terms of this collective agreement) is established by the Health Centre, the Health Centre shall determine the rate of pay for such new classification and notify the Union of the same. If the Union challenges the rate, it shall have the right to request a meeting with the Health Centre to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Health Centre of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Health Centre. 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.

When the Health Centre makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Health Centre agrees to meet with the

Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

If the matter is not resolved following the meeting with the Union the matter may be referred 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 classifications.

The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Health Centre.

Notwithstanding the foregoing, if as a result of compensable illness or injury covered by W. S. I.B. an employee is unable to carry out the regular functions of their position, the Health Centre may, subject to its operational requirements, establish a special classification and salary in an endeavour to provide the employee with an opportunity of continued employment.

This provision shall not be construed as a guarantee that such special classification(s) will be made available or continued.

20.01 (b) Job Descriptions

A copy of the current job descriptions for a bargaining unit position shall be made available to the Union upon request. When a new classification which is covered by the terms of this collective agreement is created, a copy of the job description shall be forwarded to the Union at the time that the Health Centre notifies the Union of the rate of pay pursuant to article 20.01 (a) above.

20.02 Job Classification (Revision)

Where the Health Centre revises the job content of an existing classification in such a manner that duties of another classification are assigned to it, the following shall apply:

- (a) An employee who occupies a position which is revised in accordance with this article, and who is physically incapable of performing the revised position, will not be required to perform those additional duties which exceed the employee's physical capabilities provided the employee's physician provides documentation to the Health Centre of such limitation.

- (b) In the event an employee presently occupying a position which is revised in accordance with this article requires additional training to perform duties of the revised position, the employee shall be entitled to a period of training, with due consideration being given to the employee's age and previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. The employer will assume the cost of tuition and travel. 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 months.

20.03 Promotion to a Higher Classification

An employee who is promoted to a higher rated classification within the bargaining unit will be placed in the range of the higher rated classification so that he shall receive no less an increase in wage rate than the equivalent of one step in the wage rate of their previous classification (provided that he does not exceed the wage rate of the classification to which he has been promoted).

20.04 Wages and Classification

The wage rates in effect for the duration of this Collective Agreement are:

Salary Schedule CUPE FULL/PART-TIME
EFFECTIVE SEPTEMBER 29, 2021(4.75%)

Classification	Start	1 Year	2 Year	3 Year
Lead Hand - Plant	\$ 34.24	\$ 35.11	\$ 35.69	\$ 36.23
Maintenance Mechanic	\$ 31.14	\$ 31.90	\$ 32.45	\$ 32.94
Lead Hand - Building Systems Operator (includes 10% above new BSO rate)	\$ 33.95	-	-	-
Registered Practical Nurse	\$ 31.11	\$ 31.30	\$ 31.71	\$ 32.66
Building Systems Operator* Building Maintenance Worker	\$ 29.17	\$ 29.91	\$ 30.40	\$ 30.87
Long Term Care Rehabilitation Assistant	\$ 28.74	\$ 28.93	\$ 29.33	\$ 30.24
Occupational Therapy Aide Physiotherapy Aide	\$ 27.65	\$ 27.92	\$ 28.12	\$ 28.90
Lead Hand - Stores	\$ 26.22	\$ 26.51	\$ 26.72	\$ 27.54
Lead Hand - Linen Services Lead Hand - Housekeeping Services Nursing Unit Clerk	\$ 25.10	\$ 25.73	\$ 26.35	\$ 26.98
Driver	\$ 24.81	\$ 25.31	\$ 25.80	\$ 26.30
Recreation Programmer	\$ 24.65	\$ 24.93	\$ 25.13	\$ 25.89
Cook Maintenance Attendant/Helper*	\$ 24.22	\$ 24.41	\$ 24.80	\$ 25.89
Personal Support Worker	\$ 24.39	\$ 24.67	\$ 24.87	\$ 25.62
Stores Helper	\$ 23.83	\$ 24.10	\$ 24.29	\$ 25.03
Cashier Cleaner Food and Nutrition Aide Housekeeping Aide Laundry Aide Laundry Helper	\$ 23.28	\$ 23.56	\$ 23.75	\$ 24.53

Cashier**				
Cleaner**				
Food and Nutrition Aide**	\$ 23.83	\$ 24.10	\$ 24.30	\$ 25.03
Housekeeping Aide**				
Laundry Aide**				
Laundry Helper**				
Meal Helper	\$ 23.58			

* Maintenance Attendant/Helper compensate: at the same pay scheduled/band as cook as per Memorandum of Settlement dated June 28, 2006

* As per terms of settlement signed April 9, 2009 the BSO is moved to the RPN rate

* Lead Hand-BSO wage rate is increased by 10% over the wage rate of the new BSO wage rate

** Employees hired in these specific classifications prior to January 5, 1996 as per Grievance 95-01

**Salary Schedule CUPE FULL/PART-TIME
EFFECTIVE SEPTEMBER 29, 2022 (3.50%)**

Classification	Start	1 Year	2 Year	3 Year
Lead Hand - Plant (newly created position March 2008)	\$ 35.433	\$ 36.334	\$ 36.934	\$ 37.496
Maintenance Mechanic	\$ 32.228	\$ 33.015	\$ 33.583	\$ 34.088
Lead Hand - Building Systems Operator (includes 10% above new BSO rate)	\$ 35.140			
Registered Practical Nurse *maximum wage rate of \$35.97	\$ 34.265	\$ 34.474	\$ 34.926	\$ 35.970
Building Systems Operator*	\$ 30.188	\$ 30.955	\$ 31.466	\$ 31.945
Building Maintenance Worker				
Long Term Care Rehabilitation Assistant	\$ 29.748	\$ 29.943	\$ 30.353	\$ 31.293
Occupational Therapy Aide	\$ 28.618	\$ 28.902	\$ 29.104	\$ 29.908
Physiotherapy Aide				
Lead Hand - Stores	\$ 27.136	\$ 27.438	\$ 27.657	\$ 28.499
Lead Hand - Linen Services				
Lead Hand - Housekeeping Services	25.974	\$ 26.626	\$ 27.273	\$ 27.927
Nursing Unit Clerk				
Driver	\$ 25.679	\$ 26.192	\$ 26.706	\$ 27.222
Recreation Programmer	\$ 25.514	\$ 25.805	\$ 26.011	\$ 26.799
Cook	\$ 25.066	\$ 25.263	\$ 25.371	\$ 26.799
Maintenance Attendant/Helper*				
Personal Support Worker *(includes \$3.00 wage enhancement)	\$ 28.351	\$ 28.640	\$ 28.843	\$ 29.626
Stores Helper	\$ 24.660	\$ 24.943	\$ 25.144	\$ 25.902
Cashier				
Cleaner				
Food and nutrition Aide	\$ 24.098	\$ 24.383	\$ 24.580	\$ 25.383
Housekeeping Aide				
Laundry Aide				
Laundry Helper				
Cashier**				
Cleaner**				
Food and nutrition Aide**	\$ 24.098	\$ 24.383	\$ 24.580	\$ 25.383
Housekeeping Aide**				
Laundry Aide				
Laundry Helper				

Cashier**				
Cleaner**				
Food and Nutrition Aide**	\$ 24.098	\$ 24.383	\$ 24.580	\$ 25.383
Housekeeping Aide**				
Laundry Aide				
Laundry Helper				
Cashier**				
Cleaner**				
Food and Nutrition Aide**	\$ 24.663	\$ 24.948	\$ 25.148	\$ 25.904
Housekeeping Aide**				
Laundry Aide **				
Laundry Helper **				
Meal Helper	\$ 24.409	-	-	-

* Maintenance Attendant/Helper compensated at the same pay schedule/band as cook as per Memorandum of Settlement dated June 28, 2006

* As per terms of settlement signed April 9, 2009 the BSO is moved to the RPN rate

* Lead Hand-BSO wage rate increased by 10% over the wage rate of the new BSO wage rate

** Employees hired in these specific classifications prior January 5, 1996 as per Grievance 95-01

* Registered Practical Nurse wage rate affected June 13, 2023

* Personal Support Worker wage enhancement of \$3.00 on April 21, 2022

Classification	Start	1 Year	2 Year	3 Year
Personal Support Worker* (\$3.00 wage enhancement) (rate prior to 3.50% increase)	\$ 27.392	\$ 27.672	\$ 27.868	\$ 28.624

20.05 Progression on the Wage Grid

(The following clause is applicable to part-time employees only)

Effective October 10, 1986 part-time employees, including casual employees, shall accumulate service for the purpose of progression on the wage grid, on the basis of one year for each 1,725 hours worked.

Notwithstanding the above, employees hired prior to October 10, 1986 will be credited with the service they held for the purpose of progression on the wage grid under the Agreement expiring September 28, 1985 and will thereafter accumulate service in accordance with this Article.

20.06 Pay Days

The Employer shall pay salaries and wages bi-weekly in accordance with the wage schedule attached hereto. On or before each pay day, each employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions. The Employer shall not change the present bi-weekly payday or pay period without consultation with the Union.

Payroll errors shall be corrected in accordance with the policy of the Perley and Rideau Veterans' Health Centre in effect on June 13, 2003. Policy and Procedure #'s: GEN - A - 1528 and GEN - A - 1529.

ARTICLE 21 – DURATION

21.01 Term

This agreement shall be binding and continue in effect and shall continue from year to year unless either party gives written notice to the other party of its desire to bargain for amendments within ninety (90) days prior to the termination date of September 28, 2023. Upon receipt of such notice by one party or the other, both parties will meet thereafter for the purpose of bargaining.

21.02 Printing of Collective Agreement

The Union and the Health Centre shall each pay an equal share of the printing of the Collective Agreement. The printer and the number of copies to be printed shall be mutually agreed upon.

ARTICLE 22 - MISCELLANEOUS

22.01 Bulletin Boards

The Health Centre shall provide bulletin board space in the facility, with one bulletin board located in the hallway outside the cafeteria and others located on each unit. This space shall be for the exclusive use of CUPE Local 870 and for the purposes of posting notices of meetings and matters of interest to the Union. Before posting, such notices must be approved by the Human Resources Department.

22.02 Uniforms

All staff shall have the option of having their uniforms laundered by the Health Centre.

The Health Centre will supply hairnets to Food and Nutrition Department staff required to wear them by the Health Centre.

The Health Centre shall pay the sum of \$115.00 in April of each year to each full-time employee, and for each part-time employee on a pro-rata basis, in the case of those employees for whom a uniform is required.

22.03 Employees' Addresses

It shall be the duty of the employee to notify the Health Centre promptly on any change in address. If an employee fails to do this, the Health Centre will not be responsible for failure of a notice sent by registered mail to reach such employee.

22.04 Certificate of Competency - RPN

A Registered Practical Nurse is required to present to their Program Manager or designate, before February 15 of each year, a current Certificate of Competence. Such time shall be extended for satisfactory reason.

22.05 Parking

The monthly parking rate for full-time employees shall not exceed that charged to any other employee group. The daily parking rate for bargaining unit members shall not exceed the daily parking rate applicable to the general public.

ARTICLE 23

23.01 Job Creation Programs

Should the Health Centre decide to participate in a Federal, Provincial or Joint Federal/Provincial Job Creation Program during the term of this Collective Agreement, the Health Centre will provide full information and details to the Union for such Programs which directly affect positions within the Bargaining Unit.

The information and details to be provided will be presented to the Union sufficiently in advance of the project approval deadline to reasonably allow the Union to respond.

The parties agree that a meeting will be held between the Health Centre and the Union to discuss any such programs in which the Health Centre has decided to participate in an effort to develop the terms for implementation of the Programs.

Dated at Ottawa, Ontario, this _____ day of _____, 2025.

FOR THE UNION

Patty Lowe
Patty Lowe (2025-06-02 15:47 EDT)

Patty Lowe

Lisa Bigelow
Lisa Bigelow (2025-06-02 15:51 EDT)

Lisa Bigelow

Corine Campbell
Corine Campbell (2025-06-02 16:12 EDT)

Corine Campbell

Rachel Lavergne
Lavergne (2025-06-02 16:17 EDT)

Rachel Lavergne

Drew Haughton
Drew Haughton (2025-06-03 08:57 EDT)

Drew Haughton

FOR THE HEALTH CENTRE

Lisa Peuhkuri
Lisa Peuhkuri (2025-06-03 11:54 EDT)

Lisa Peuhkuri

Miriam Reader
Miriam Reader (2025-06-03 12:03 EDT)

Miriam Reader

mh/cope491
November 15, 2024

mdc:cope491
May 20, 2025

LETTERS OF UNDERSTANDING

between

THE PERLEY AND RIDEAU VETERANS' HEALTH CENTRE

and

CUPE LOCAL 870

RE: THE CANADIAN UNION OF PUBLIC EMPLOYEES SIGNING PAGE

It is agreed that Letters of Understanding agreed to prior to this collective agreement shall remain in force only if carried forward and contained within this Agreement. All others are deemed to have lapsed.

Letters of Understanding agreed to during the term of the Agreement shall be in force in accordance with the terms of the letter.

Dated at Ottawa, Ontario, this _____ day of _____, 2025.

FOR THE UNION

Patty Lowe
Patty Lowe (2025-06-02 15:47 EDT)

Patty Lowe

Lisa Bigelow
Lisa Bigelow (2025-06-02 15:51 EDT)

Lisa Bigelow

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mdc:cope491
May 20, 2025

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THE PERLEY AND RIDEAU VETERANS' HEALTH CENTRE

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RE: LONG TERM CARE REHABILITATION ASSISTANTS - SCHEDULING

In order to recognize the flexibility in hours required by Long Term Care Rehabilitation Assistants, the parties agree as follows:

1. Where the nature of a work-related event or activity requires the Rehabilitation Assistant to be present at a time outside their normal hours of work or normal days of work, the Rehabilitation Assistant will be eligible to either reschedule work by mutual agreement between the Employer and the Employee, in accordance with program needs, during the pay period so that accumulated hours do not exceed seventy-five (75) hours in the pay period or take equivalent time off. Such time off will be on a straight time basis, and will be only for time actually worked.
2. Any time off taken in accordance with 1) above shall be taken within sixty (60) calendar days of the initial day the time was worked. Such time off will be at a time mutually agreed upon with the Manager or designate. When the time has not been taken off within the sixty (60) calendar day period referred to, the employee shall either be paid for the hours worked at straight time or make arrangements agreeable to the Manager or designate to take the time off at a later date.
3. When worked, the time must be recorded by the Rehabilitation Assistant on the Change of Schedule form in the scheduling program.
4. The parties recognize that it may be necessary for the Rehabilitation Assistant's schedule to be changed at short notice to accommodate a program or activity.

Such changes will be made with as much notice as possible, but shall not be subject to the notification requirements of this Collective Agreement.

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RE: CALCULATION OF UNPAID VACATION TIME FOR PART-TIME EMPLOYEES

It is agreed that:

1. The employees Anniversary date or Adjusted Anniversary date (if applicable) will be used to determine the number of weeks of unpaid LOA for vacation purposes that the employee is entitled to receive.
2. The position that the employee occupies on their Anniversary date or Adjusted Anniversary date (if applicable) will be used to determine their entitlement for the next year.
3. When the term "weeks" is utilized to identify time off, it is acknowledged that this week is prorated based upon the number of hours per week that the employee works.

Example: Employee who works 2 shifts per week at 7.5 hours per shift:
Entitlement:

After 1 year - 2 weeks = 4 days = 30 hours
After 2 years - 3 weeks = 6 days = 45 hours
After 5 years - 4 weeks = 8 days = 60 hours
After 13 years - 5 weeks = 10 days = 75 hours
After 22 years - 6 weeks = 12 days = 90 hours
After 28 years - 7 weeks = 14 days = 105 hours

Example: Employee who works 3 shifts per week at 7.5 hours per shift:
Entitlement:

After 1 year - 2 weeks = 6 days = 45 hours
After 2 years - 3 weeks = 9 days = 67.5 hours
After 5 years - 4 weeks = 12 days = 90 hours
After 13 years - 5 weeks = 15 days = 112.5 hours
After 22 years - 6 weeks = 18 days = 135 hours
After 28 years - 7 weeks = 21 days = 157.5 hours

Example: Employee who works 3 shifts per week at 6.5 hours per shift
Entitlement:

After 1 year - 2 weeks = 6 days = 39 hours
After 2 years - 3 weeks = 9 days = 58.5 hours
After 5 years - 4 weeks = 12 days = 78 hours
After 13 years - 5 weeks = 15 days = 97.5 hours
After 22 years - 6 weeks = 18 days = 117 hours
After 28 years - 7 weeks = 21 days = 136.5 hours

4. There is no carry over of vacation entitlement for part-time employees to the next year. The unpaid LOA for vacation purposes that is not utilized in the year is deemed to have expired as of the next anniversary date.

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THE PERLEY RIDEAU VETERANS HEALTH CENTRE

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CUPE LOCAL 870

RE: INTERPRETATION OF ARTICLE 9.05

It is agreed that:

The Union and the employer agree that for the purposes of future job postings the following interpretation of Article 9.05 of the Collective Agreement will apply;

- (a) Employees who post into temporary positions can apply for any permanent job that is posted, as per the conditions outlined in Article 9.05 of the Collective Agreement. Specifically, that they have been in their permanent position for at least six months or the new position changes their permanent status.
- (b) Once an employee posts into a temporary position, they cannot apply for another temporary position until they have finished their current temporary posting, or until six months have elapsed, whichever occurs first.
- (c) Employees who post into a permanent position cannot apply for another position except as per the conditions outlined in Article 9.05 of the Collective Agreement until six months have elapsed.
- (d) Where employees are in temporary positions that are due to end within two weeks or where employees have served 5.5 months in a new position, the Employer agrees to consider their job application should a job be posted that will start when their temporary position is complete or the six months is ended and they would not otherwise be entitled to apply for.

- (e) It is agreed that an employee has “posted” into a position once they have been awarded the new job. However, should an employee not successfully complete the 30 day trial period, and they move back to their previous position, it will be deemed that they have not posted to a position.

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THE PERLEY AND RIDEAU VETERANS' HEALTH CENTRE

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RE: ARTICLE 16.04 (B)

The Collective Agreement, Article 16.04 b) states:

“A day off in lieu under Article 16.01, will be taken on a day to be determined by mutual agreement between the Health Centre and the employee concerned provided such day falls after the actual holiday. Employees may bank their lieu days earned between December 1st of one year and November 30th of the following year. Any lieu days that are not used or that are not prescheduled by November 30th will be paid out in cash to employees in the first pay period following November 30th.”

CUPE Local 870 and the Perley and Rideau Veterans' Health Centre have agreed on the following interpretation of the bolded section above:

An employee may preschedule banked lieu days that have been earned by November 30th of one year for the period up to November 30th of the following year. Prescheduled means that the request to utilize these lieu days have been submitted in writing and approval has been provided by the Manager.

If an employee makes a request to cancel a prescheduled lieu day they will be required to provide a valid reason for the cancellation. Automatic cancellation of these prescheduled days will not be acceptable.

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RE: SIXTEEN HOURS BETWEEN SHIFTS

This letter of understanding deals with Article 14.04 e) i) and ii):

- i) The Health Centre will provide at least sixteen (16) hours between scheduled shifts. Failure to do this will result in the payment of overtime rates for the hours worked during the rest period.
- ii) Where an employee requests a change in shift, the requirement for sixteen (16) hours between shifts shall not apply.

When staff submit their availability, and are working additional shifts above their regularly scheduled shifts, the Health Centre will provide at least eight (8) hours between shifts and this will not be considered overtime.

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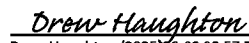
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RE: SUMMER POSTINGS

It is understood that due to operational constraints surrounding scheduling in the summer vacation period, the successful applicant may not be allowed to fill the vacancy until after the summer vacation period. As a result, during the summer vacation period (June 15th to September 15th) of any calendar year the following process shall be applied with respect to job postings:

1. Permanent vacancies will continue to be posted and filled in accordance with the collective agreement.
2. Where the successful applicant will, as a result of the job posting, change their normal shift (for example, move from nights to days or evenings to nights) the successful applicant will be placed in their new position in accordance with the collective agreement.
3. Where the successful applicant will not, as the result of the job posting, change their normal shift, then notwithstanding Article 9.05, the employer may determine based on reasonable operational requirements that the employee may not be allowed to fill their new position until after September 15th. When an employee is not allowed to immediately assume their new position the following will apply:
 - a) The employee will be notified within fourteen days of the expiration of the job posting procedure of their new position.

- b) The Employer will ensure that employees are not penalized by this delay in filling the new position. As such, the Employer will offer successful applicants additional hours if the new position increases the normal hours of work. Further, if it results in a change from part time or casual status to full time status the employer will treat said employee as full time under the collective agreement. The Employer will enroll a successful applicant in the full-time benefit programs allowing them to take paid sick leave and calculating their seniority as a full-time employee.
- c) The Union, the Employer and the successful applicant will meet to mutually agree on how additional shifts will be allocated to the employee. The employer will reasonably accommodate the needs of the successful applicant in scheduling them for additional shifts.

It is agreed for the purpose of this clause only that under the letter of understanding re: 9.05 job postings, the six month prohibition on applying for a second job would start on accepting the new position, however the trial period shall not start until the employee is actually in the job.

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RE: VOLUNTARY PART-TIME BENEFITS

The Health Centre will provide part-time employees with the option of voluntary participation in any and all of the group health and welfare benefit programs set out in Article 18.01. It is understood and agreed that the part-time employees would pay the Employer the full amount of the monthly premiums, in advance.

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RE: MENTORSHIP

Registered Practical Nurses (RPN's) may, from time to time, be assigned a formal mentorship role for a designed nurse. Mentorship is a formal supportive relationship between two (2) RPN's which results in the professional growth and development of an individual practitioner to maximize their clinical practice. The relationship is time limited and focused on goal achievement. Orientation to the organization or general functioning of the unit does not constitute mentorship.

After consultation with the RPN being mentored and the mentor, the Health Centre will identify the experiences to meet their learning needs, will determine the duration of the mentorship assignment and expectations of the mentor, and appropriate training. During the consultation process, the Health Centre will review the mentor's workload with the mentor and the RPN being mentored to facilitate successful completion of the mentoring assignment.

The Health Centre will provide, on a regular basis, all nurses with an opportunity to indicate their interest in assuming a mentorship role, through a mechanism determined by the parties. The Health Centre selects and assigns the mentor for a given mentoring relationship. At the request of any RPN, the Health Centre will discuss with any unsuccessful applicant ways in which they may be successful for future opportunities.

The Health Centre will pay the RPN for this assigned additional responsibility a premium of sixty cents (60¢) per hour, in addition to their regular salary and applicable premium allowance.

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RE: FISCAL ADVISORY

Recognizing the value of Union input on behalf of employees, the parties agree to the following:

- (a) The Union's representative(s) will be included in the consultation and planning process from the early phases of the budget planning process, through representation on the Fiscal Advisory Committee or equivalent committee to its final stages of completion to assist the Health Centre in minimizing layoffs or job loss, in developing labour adjustment strategies where necessary, and in otherwise minimizing adverse effects on CUPE represented employees through program or service restricting.
- (b) Where the Health Centre experiences unforeseen circumstances such that will necessitate changes to its budgetary plans which have been approved by the Ministry of Health, or the Local Health Integration Network, the Health Centre agrees that revisions to the budget will be carried out in consultation with the Union.
- (c) In furtherance of the foregoing, and, where possible, in advance of any scheduled FAC or equivalent committee meeting, the Health Centre agrees to provide to the Union in a timely way any financial and staffing information pertinent to its budget, or to any other restructuring plan, that would affect the Union's members.

- (d) It is understood that employee time spent at FAC or equivalent committee meetings shall be deemed to be work time for which the employee shall be paid by the Health Centre at their regular or premium rate as may be applicable.

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RE: JOB SHARING

- (a) Job sharing is a mechanism to permit employees to share the hours of work of a full-time position on a temporary basis for a non-recurring period not exceeding twenty-four (24) months. It is not a vehicle to permanently convert full-time positions into a number of part-time positions.
- (b) Each job sharing arrangement shall be set out in writing, and include the following information:
 - 1. The name of the FT incumbent
 - 2. The name of the job sharing partner (the job sharer)
 - 3. The department and unit affected
 - 4. The commencement and end date of the job sharing
- (c) For the purpose of the application of article 9.08 and 9.09 of the collective agreement, the job-shared position shall continue to be considered a full-time position, and the full-time incumbent shall be considered the incumbent. In the event of notice of layoff, the full-time incumbent shall receive the notice and the job sharer shall revert to their former position or casual status if the employee was a casual employee immediately prior to the job sharing arrangement.
- (d) The number of full-time positions which are job shared at any time shall not exceed one percent (1%) full-time positions in the bargaining unit, however not less than one full-time position in each bargaining unit may be job shared at any time.
- (e) Prior to the commencement of the job sharing arrangement, the full-time incumbent shall designate the specific hours that they wishes to job share. Those hours shall be posted as a temporary part-time position. The successful

applicant shall retain the position held prior to the job sharing arrangement and where the successful applicant is a casual employee, their casual status.

Implementation

- (f) Each job sharing arrangement shall be subject to a ninety (90) day trial period. At the conclusion of the trial period, the full-time incumbent or one of the parties can terminate the job sharing arrangement. Each employee shall then be returned to their previously held position. The job sharer shall be able to return to their former position or casual status if the employee is a casual employee.

Discontinuation

- (g) The Health Centre, the Union or the full-time incumbent may terminate the job sharing arrangement on not less than ninety (90) days notice. The full-time incumbent shall revert to the full-time hours of the restored full-time position, and; the job sharer shall return to their former position or casual status in the event the employee was a casual employee.
- (h) Should the full-time incumbent leave the position during the course of the job sharing arrangement, the job sharing arrangement shall be terminated; the position shall be restored to the original full-time position, and; the job sharer shall return to their former position or casual status in the event the employee was a casual employee. Further, should the full-time incumbent be absent or anticipated to be absent on a leave, other than pregnancy and parental leave for a period of more than six months (for pregnancy and parental leave more than twelve months), the job sharing arrangement shall be terminated and the position shall revert to the original full-time position, and; the job sharer shall return to their former position, or casual status in the event the employee was a casual employee.
- (i) Should the job sharer leave the job sharing arrangement, the temporary part-time positions shall be reposted. Should less than six months remain in the job share the Health Centre may choose to terminate the job share and the full-time incumbent shall revert to the full-time hours of the restored full-time position on not less than ninety (90) days notice, or the remainder of the job sharing arrangement, whichever is lesser.
- (j) The hours of work of the job shared position shall continue to be scheduled in the same manner as the original full-time position.
- (k) The full-time incumbent and the job sharer shall not be scheduled to work split weekends, e.g.: incumbent Saturday and job sharer Sunday.

- (l) The full-time incumbent and the job sharer will have the right to determine which partner works on a paid holiday. The two employees shall only be required to work the number of paid holidays that a full-time employee would be required to work.

Dated at Ottawa, Ontario, this _____ day of _____, 2025.

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RE: COMMITMENT TO EQUITY, DIVERSITY, AND INCLUSIVITY

The parties agree that working and caring conditions are at their best when the workplace environment is reflective of the communities they serve and work together to promote equity, diversity, and inclusion within the Health Centre.

The parties are committed to promoting a workplace that embraces equity, diversity, inclusion, cultural awareness and one in which everyone feels valued. The parties are committed to a workplace that is inclusive of their diverse communities, including but not limited to Women, Racialized workers, workers with a disability, Black, Indigenous, People of Colour (BIPOC) workers, and Lesbian, Gay, Bisexual, Transgender, Queer and/or Questioning, Intersex, Asexual and/or Agender, Two-Spirited and the countless affirmative ways in which workers choose to self-identify.

The parties value the contributions of all staff and recognize that discriminatory and oppressive acts can negatively impact staff. The parties are committed to making an equitable working environment that is inclusive for all.

To support this commitment, the Health Centre has established a Cultural Awareness and Inclusion Committee. At least one (1) representative, and one (1) alternate, from the bargaining unit will participate in the committee at all times. The committee will meet on a frequency as determined by the committee. The committee will discuss, research and implement strategies, initiatives, and learning opportunities aimed at promoting equity, diversity, and inclusion in the Health Centre in effective and meaningful ways.

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And

CUPE LOCAL 870

RE: LEAVE OF ABSENCE FOR MICHAEL HURLEY


Arbitrator Kugler, in his award dated November 5th, 2024, directed the parties to remove Article 12.03 (c) and that it be replaced with a Letter of Understanding supporting a continued Leave of Absence for employee Michael Hurley who has been on an approved Leave of Absence in the position of President of the Ontario Council of Hospital Unions of CUPE since 1990.

The Employer agrees to grant a continuing Leave of Absence for Michael Hurley as he continues in his role as President of the Ontario Council of Hospital Unions of CUPE, and until he provides notice of his intention to return. Notice of his intention to return must be provided at least four (4) weeks in advance to ensure qualifications for the role are met.


Notwithstanding Article 2.01, the Health Centre may fill the vacancy resulting from such leave on a temporary basis.

Dated in Ottawa, Ontario, this day _____ of _____, 2025.

FOR THE UNION




Patty Lowe (2025-06-02 15:47 EDT)
Patty Lowe

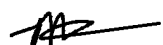


Lisa Bigelow (2025-06-02 15:51 EDT)
Lisa Bigelow

FOR THE HEALTH CENTRE



Lisa Peuhkuri (2025-06-03 11:54 EDT)
Lisa Peuhkuri



Miriam Reader (2025-06-03 12:03 EDT)
Miriam Reader

Corine Campbell

Corine Campbell (2025-06-02 16:12 EDT)

Corine Campbell

Rlavergne

Rlavergne (2025-06-02 16:17 EDT)

Rachel Lavergne

Drew Haughton

Drew Haughton (2025-06-03 08:57 EDT)

Drew Haughton

mdc:cope491

May 20, 2025

WORKLOAD COMPLAINT FORM

The Employer and the Union will work together during Labour Management Meetings to review and revise the one existing Non-RPN Workload Complaint Form to address any deficiencies with the goal of having one Workload Complaint form for all CUPE members.

N.B. All sections of the form **must** be completed prior to submission for review.

The parties agree that patient care is enhance if concerns relating to professional practice, patient acuity, fluctuating Work-Loads and fluctuating staffing are resolved in a timely and effective manner.

SECTION 1: GENERAL INFORMATION

Name(s) of Employee(s) Reporting (Please Print)

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

Unit/Area/Program: _____ Site/Location: _____

Date of Occurrence: _____ Time of Occurrence: _____

Shift Length: 7.5 hr 11.25 hr. Other _____

Name of Manager/Supervisor: _____ Time Notified: _____

Date From Submitted to Employer: _____

SECTION 2: WORKING CONDITIONS

In order to effectively resolve workload issues, please provide detail about the working conditions at the time of the occurrence by providing the following information:

Type of Work Being Performed (please describe)

Number of Staff on Duty: _____ Usual Number of Staff on Duty: _____

If there was a shortage of staff at the time of the occurrence, please provide details about why there was a shortage:

SECTION 3: DETAILS OF OCCURENCE

Is this an: Isolated Incident Ongoing Problem (Check One)

I/We the undersigned, believe that I was/we were given an assignment that was excessive or inconsistent with quality patient care and/or created an unsafe working environment for the following reasons. (Provide brief description of problem/work assignment below, including what happened, how the assignment was inconsistent with quality patient care and/or created an unsafe work environment, where the incident happened.):

SECTION 4: REMEDY

- a) At the time the workload issue occurs, discuss the issue within the unit/area/program to develop strategies to meet patient care needs. Provide details of how it was or was not resolved:

- b) Failing resolution at the time of the occurrence, seek immediate assistance from your immediate supervisor/manager who has responsibility for timely resolution of workload issues. Discussion details:

- c) Was it resolved? Yes No
Provide details of how it was or was not resolved:

SECTION 5: RECOMMENDATIONS

To correct this problem, I/we recommend:

SECTION 6: EMPLOYEE SIGNATURE(S)

Signature: _____ Date: _____
Phone #: _____ Email: _____

Signature: _____ Date: _____
Phone #: _____ Email: _____

Signature: _____ Date: _____
Phone #: _____ Email: _____

Signature: _____ Date: _____
Phone #: _____ Email: _____

SECTION 7: MANAGEMENT COMMENTS

The manager (or designate) will provide a written response to the individual(s) with a copy to the Bargaining Unit President. Please provide any information/comments in response to this report, including any actions taken to remedy the situation, where applicable:
