

# **Collective Agreement**

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**between**

**Ontario Public Service Employees Union  
on behalf of its Local 331**

**and**

**Ontario Shores Centre for  
Mental Health Sciences**

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**DURATION: April 1, 2014– March 31, 2017**



Sector 18  
3-331-10182/10184/10185-20170331-18

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## **ARTICLE 1 PURPOSE**

1.01 The purpose of this Agreement is to establish and maintain collective bargaining relations between the Centre and the employees covered by this Agreement; to provide for on-going means of communication between the Union and the Centre and the prompt disposition of grievances and the final settlement of disputes and to establish and maintain mutually satisfactory salaries, hours of work and other conditions of employment in accordance with the provisions of this Agreement. It is recognized that employees, the Union and the Centre wish to work together to secure the best possible care and health promotion for patients.

## **ARTICLE 2 RECOGNITION**

### 2.01 Registered Nursing Unit

The Centre recognizes OPSEU as the exclusive bargaining agent for all Registered Nurses and Graduate Nurses employed in a nursing capacity at the Centre site including any of the Centre's mental health program satellite site operations save and except supervisors, those above the rank of supervisor, Nurse Practitioners, Occupational Health/Employee Health Nurses, Infection Control Nurses, Clinical Nurse Educators, Nurse Informatics, Nurse Educators, Clinical Managers, Clinical Forensic Coordinators, and any employee who is a member of another bargaining unit.

Clarity Note: Those holding positions at or above the rank of supervisor include but are not limited to Nurse Managers, Program Managers, Shift Managers, Discipline Chiefs and Nursing Coordinators.

Clarity Note: The parties agree that individuals in all positions/classifications presently excluded from any previous OPS bargaining unit are excluded from the bargaining unit set out above.

### 2.02 Office, Clerical, Service and Maintenance Unit

The Centre recognizes OPSEU as the exclusive bargaining agent for all Office, Clerical, Service and Maintenance employees employed by the Centre including those employed at any of the Centre's mental health program satellite site operations save and except Managers, forepersons, supervisors, persons above the rank of supervisor, Human Resources, Finance, Budget, Payroll, Accounting, Training and Development, and Information Technology/Information Services personnel, Systems Clerks, security personnel, Quality Assurance/Decision Support personnel, Volunteer Services personnel, Patient Rights Advocate/Advisors, Foundation Personnel, Information and Privacy personnel, Administrative Assistants/Secretaries to the Senior Management Group

(Directors and above) and the Psychiatrist in Chief, identified clinical secretaries and any employee who is a member of another bargaining unit.

Clarity Note: Those holding positions at or above the rank of supervisor include but are not limited to Directors, Assistant Directors, Managers, Program Managers, Planning and Organization Development Coordinators, Housekeeping Coordinators, Food Service Coordinators, Food Services Supervisors, Housekeeping Supervisors, Fire and Safety Officers, Trades Supervisors, Canteen Supervisors, Office Services Supervisors, and Record Processing Supervisors.

Clarity Note: The parties agree that individuals in all positions/classifications presently excluded from any previous OPS bargaining unit are excluded from the bargaining unit set out above.

Clarity Note: Identified Clinical Secretaries are the Secretary to QI Coordinator/Best Practices and one secretary from each of the following programs:

- |    |                                    |     |                                                     |
|----|------------------------------------|-----|-----------------------------------------------------|
| 1. | Special Populations Program        | now | Special Services Program                            |
| 2. | Psychiatric Rehabilitation Program | now | Assessment and Reintegration Program                |
| 3. | Community Response Program         | now | Specialized Outreach Services                       |
| 4. | F.A.C.T. Program                   | now | Forensic Program                                    |
| 5. | C.C.C. Programs                    | now | Community Resources                                 |
| 6. | AYA Program                        | now | Adolescent, Young Adults and Dual Diagnosis Program |
| 7. | Clinical Program/Service Area      | now | Integrated Health Services                          |
| 8. | Best Practice Program              | now | Professional Practices                              |

### 2.03 Paramedical/Professional Unit Including RPN's

The Centre recognizes OPSEU as the exclusive bargaining agent for all Paramedical and professional staff including RPN's employed by the Centre including those employed at any of the Centre mental health program satellite site operations, save and except medical staff, supervisors, those above the rank of supervisor, Pharmacists, Advanced Practice Psychologists, Dental Hygienists, Research Personnel, Clinical and Regional Forensic Coordinators, Program Evaluation Personnel, Clinical Dieticians, Chaplain and any employee who is a member of another bargaining unit.

Clarity Note: Those holding positions at or above the rank of supervisor include but are not limited to Team/Group Leaders, Discipline Chiefs, Rehabilitation Facilitators, Program Managers, and Social Work Supervisors.

Clarity Note: The parties agree that individuals in all positions/classifications presently excluded from any previous OPS bargaining unit are excluded from the bargaining unit set out above.



2.04 For purposes of clarity, the following meaning and understandings will apply, as required, to the bargaining units described above:

- (a) “Mental Health Program Satellite Site Operation” – means a location from which a Community Mental Health Program is conducted and which is an extension of the operation of the Centre;
- (b) “Supervisor” – means a person who is employed in a managerial capacity as per Section 1(3)(b) of the *Labour Relations Act*;
- (c) “Confidential Secretaries/Personnel” – means persons who are employed in a confidential capacity as per Section 1(3)(b) of the *Labour Relations Act*;

2.05 The Centre agrees that any person hired to fill bargaining unit vacancies at the Centre and any of the Centre’s mental health program satellite site operations after the Transfer Date shall be included in the appropriate bargaining unit as described above.

Nothing in this Article restricts or limits the right of OPSEU to make an application to the Ontario Labour Relations Board under Section 114(2) of the *Ontario Labour Relations Act*, 1995 challenging the status of any person, (including the above identified clinical secretaries) deemed by the Centre to be a “Supervisor” or to be “Confidential Secretaries/Personnel” as defined in Article 2.02 above.

2.06 The parties agree that the issue of the categories of excluded employees in the three bargaining units may be the subject matter of discussions at collective bargaining negotiations between the parties, but shall not be the subject matter of impasse collective bargaining or Interest Arbitration under the *Hospitals Labour Disputes Arbitration Act*.

### **ARTICLE 3** **EMPLOYEE DEFINITIONS**

#### 3.01 Definitions

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

### 3.02 Full-Time

Full-time employees are employees engaged to fill a permanent position and regularly working the normal or standard work week averaged over a biweekly pay period.

### 3.03 Part-Time

A Part-time employee is an employee who is regularly scheduled not more than 22.5 hours per week. A part-time employee is defined as an employee who makes a commitment to the Centre to be available for work on a predetermined basis as required by the Centre. Part-time (PT) employees are not guaranteed a specific number of shifts per pay period or per scheduling period. Prior to the utilization of Casual staff, Part-time employees that are normally scheduled on that unit/department will be given the option of being scheduled for additional shifts over and above their normal commitment in the event of illnesses, vacations, emergencies and other periods of staff shortages.

### 3.04 Casual

A Casual employee is defined as an employee whose work is not normally scheduled on a predetermined basis but who may be prescheduled or called in on a relief basis only to fill in for illness, vacations, emergencies and other periods of staff shortages once it has been determined that no Part-time employees normally scheduled on that unit/department have agreed to work the required number of shifts available. Once a Casual employee has been scheduled or called in under these provisions a Part-time employee may not displace them. A casual employee will be deemed to be terminated if he/she is unavailable to work for a period of 4 consecutive calendar months or more, exclusive of any approved leaves of absences.

### 3.05 Temporary employee

- A Temporary employee is defined as an employee filling a vacancy caused by illness, accident, pregnancy/parental leaves, vacation, leaves of absences not expected to exceed greater than 12-months or specific tasks or projects of less than 12 continuous calendar months. They may be assigned either full-time or part-time hours as identified elsewhere in this Agreement.
- Temporary employees regardless of hours worked will be paid the applicable wage and percentage in lieu of benefit payments as defined elsewhere in the agreement.
- Temporary employees are not eligible for Layoff and Recall rights as per Article 32 (Layoff/Recall) of this agreement but are entitled to Employment Standards Act severance and notice provisions.
- Temporary employees are not eligible to apply for posted vacancies until they have completed at least six (6) months of their assignment.
- The termination of a temporary employee shall not be the subject of a grievance or arbitration.

### 3.06 STUDENT EMPLOYEE

A student is an employee occupying a student position during his regular school, college, or university vacation period or Student Employment Program, during his or her regular school, college or university session or vacation period or occupying a co-operative education student position under a co-operative education program.

Students shall not be used to fill bargaining unit vacancies or new bargaining unit positions.

#### Summer Students

A summer student is one who is employed during the regular school summer break be that high school or university/college.

When a summer student is to be placed, the Centre will provide details such as term of employment, position, wage rate to the Local Union President or designate.

### 3.07 Internship Program/Initiatives

An internship program/initiative will provide each intern with structured work experiences and learning opportunities. Interns shall not be used to fill bargaining unit vacancies or new bargaining unit positions.

Internship positions shall not be subject to the job posting provisions. Once the internship placement ends, then employment is terminated.

The Employer agrees to advise the Union in writing before the commencement or termination of any Internship Program/Initiatives.

## **ARTICLE 4 RELATIONSHIP**

- 4.01 The Centre and the Union each agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members because of an employee's membership or non-membership in the Union or because of his activity or lack of activity in the Union.
- 4.02 The Union further agrees that there shall no be solicitation for membership or other Union activities during working hours except as specifically permitted by this Agreement or in writing by the Centre.
- 4.03 It is agreed that issues such as privacy and confidentiality shall be respected by all parties covered by this collective agreement.

## **ARTICLE 5 MANAGEMENT RIGHTS**

- 5.01 The Union recognizes that the management of the operations and the direction of the employees are fixed exclusively with the Centre and shall remain solely with the Centre and without restricting the generality of the foregoing it is the exclusive function of the Centre to:
- (a) maintain order, discipline, and efficiency;
  - (b) hire, assign, promote, demote, classify, transfer, direct, lay-off, recall and to suspend, discipline or discharge employees provided that a claim by an employee that she has been disciplined or discharged without just cause may be subject of a grievance and dealt with as hereinafter provided;
  - (c) establish, alter, and enforce reasonable rules and regulations to be observed by the employees; provided that such rules and regulations shall not be inconsistent with the provisions of this Agreement;
  - (d) determine all work schedules, the kind and location of equipment to be used, methods to be used, the location and number of employees required from time to time, the services to be performed, the standards of performance of all employees, work assignments, the hours of work and all other rights and responsibilities of management not specifically modified elsewhere in this Agreement;
  - (e) There shall be no verbal or written agreements with any employees, that are contrary to this Collective Agreement, without agreement with the Union.
  - (f) Notwithstanding the above, the Employer shall not exercise these rights in an arbitrary, discriminatory or bad faith manner.

## **ARTICLE 6 UNION REPRESENTATION**

### 6.01 Union Stewards

The Centre agrees to recognize Union Stewards to be elected or appointed from amongst employees in the bargaining unit for the purpose of handling grievances and other Union business as provided under this Collective Agreement.

Employees who are Union Stewards have their regular duties and responsibilities to perform for the Centre and shall not leave their regular duties without first obtaining permission from their immediate supervisor. Such permission shall not be unreasonably withheld. If in the performance of her duties, a Union Steward is required to enter an area within the Centre in which she is not ordinarily employed, she shall report her presence to the supervisor in the area immediately upon entering it.

When resuming her regular duties and responsibilities, such steward shall report to her immediate supervisor. A Union Steward shall suffer no loss of earnings for time spent in performing the above duties during her regular scheduled working hours.

The Union shall keep the Centre notified in writing of the names of the Union Stewards appointed or selected under this Article.

## 6.02 Grievance Committee

The Centre will recognize a grievance committee comprising of four (4) OPSEU representatives and four (4) management members. The grievor is additional to the four OPSEU committee members. The purpose of the committee is to attend grievance meeting as set out in this Collective Agreement.

The Centre and the Union will work collaboratively to address workload issues of employees that arise as a result of this process.

## 6.03 New Employee Orientation

The Union will be provided one half hour to meet with the group of new bargaining unit employees during the Centre orientation program.

## 6.04 No individual employee or group of employees shall undertake to represent the Union at meetings/ committees with the Centre without proper authorization from the Union.

# **ARTICLE 7 Union - General**

## 7.01 Union Office

The office space and mail services currently being provided to the Union shall continue. Such accommodation shall be free of charge.

The use of the Centre's services (such as duplicating, computer services including email) shall be made reasonably available to the Union subject to priorities determined by the Centre in its discretion and subject to such charges for the use of such facilities and services as the Centre incurs to provide them.

For general membership meetings, with approval by the Director of Human Resources or designate, and subject to space availability, the Centre agrees to endeavour to provide space for meetings of the Local Union within the Centre premises.

## 7.02 Membership List

The Centre will provide the Union with the following information annually pertaining to all employees in the bargaining unit:

- (a) employee's name;
- (b) classification;
- (c) status and date of hire;

## 7.03 Bulletin Boards

Dedicated space on current bulletin boards will be made available to the Union for the posting of official Union notices. Such bulletin boards shall be in areas where all employees will have access to them. All notices shall be signed by an Executive

member of the Union. The notices must pertain to local Union work-related issues. The Centre reserves the right to approve the posting of such Union notices.

## **ARTICLE 8 UNION BUSINESS LEAVE**

### **8.01 UNION BUSINESS**

The Centre shall endeavour to grant a leave of absence without pay but with no loss of credits for any member of the bargaining unit for the purpose of attending conferences, schools, seminars, conventions or other activities related to the Union where the Centre is provided with no less than fourteen (14) calendar days notice of such absence. Failure to provide such notice may result in the request being denied. If a difficulty arises with respect to the granting of any particular request, the Union may meet with the Director of Human Resources to attempt to resolve any difficulty that may have arisen in connection with such a request.

#### **a) Union Position Leave Full Time – Provincial Offices**

When an employee is elected as the Union's President or First Vice President (Provincially) the Union will, immediately following such election, advise the Employer of the name of the employee so elected. Leave of absence shall be granted from the employee's place of employment for the duration of the current term of office. The Union shall reimburse the Employer the amounts paid on behalf of the employee, including pay and benefits. At the end of the assignment, the employee shall be reinstated to his/her former position at the then current salary. If the employee's former position has been eliminated he/she shall be placed in a comparable position.

#### **b) Executive Board Member**

Where an individual of the bargaining units represented centrally by OPSEU is elected or appointed as an Executive Board Member, Executive Officer, member of the central negotiating committee, member of Hospital Health Care Professionals Division Executive/ Hospital Health Care Support Division Executive or as a Membership Development Trainee, such individual shall be granted leave of absence for the time off required to exercise the duties of such appointment. The Centre will be provided with as much notice as possible and in any event no less than fourteen (14) calendar day's notice. Such positions shall be limited to two (2) members from a Department with no more than one individual from within a section division within a Department. At the end of the assignment, the employee shall be reinstated to his/her former position at the then current salary. If the employee's former position has been eliminated he/she shall be placed in a comparable position.

#### **c) Centre Payment For Union Leave**

For leaves of absence without pay for Union business under the terms of this Agreement, including unpaid leave for members of the Central Negotiating Team, the employee's salary, and applicable benefits will be maintained by the Centre and the Union will reimburse the Centre for the cost of salary and benefits. The Centre will bill the Union, with a copy to the Local, and the Union will reimburse the Centre within a

reasonable period of time. In addition, there shall be no loss of seniority during such leaves of absence.

## 8.02 LOCAL TIME OFF

The Centre will grant a leave of absence with pay and without loss of seniority or service for the term of this agreement to the Local Union President or designate.

The Centre shall grant an additional release for one (1) additional local officer for the purpose of assisting employees and the Union local in the administration of this agreement and the business directly pertinent thereto, if requested by the Union. The leave will be without loss of wages, benefits, seniority or service. The Union Local will reimburse the Centre for one-hundred percent (100%) of the costs.

At the end of the assignment, the Union President and the additional local officer noted above, shall be reinstated to their former position/home unit at the current salary for the position provided the position has not been eliminated.

It is understood that the intent of Article 8.02 is as follows:

- The employer shall pay the full cost of only one position, the Union President or designate (annual salary at straight-time including vacation and benefits) to be released from their full-time normal work to perform the duties required by Local 331.
- The Union shall pay the full cost of an additional member to be released from their full-time normal work to perform the duties required by Local 331.

It is understood that due to the course of activity in the Union, the members designated throughout the term of this Collective Agreement may change. However, the employer will only pay the full cost of the Union President or whoever is acting as the Union President at any one time.

The Union agrees to give fourteen (14) days notice of any changes to either of the members working full-time.

## **ARTICLE 9**

### **GRIEVANCE AND ARBITRATION PROCEDURE**

9.01 The parties wish to utilize the grievance and arbitration procedure to address each party's complaints in an expeditious, efficient, economical and fair manner. Employee, Union or the Centre complaints or grievances will be dealt with in accordance with the procedure set forth in this Article.

#### 9.02 Definitions

##### (a) Grievance

A grievance shall be defined as a dispute between the Centre and the Union on behalf of an employee, group of employees or on its own behalf concerning the interpretation, application or administration of the Collective Agreement, and

shall include individual employee grievances, group grievances, policy grievance, Union grievances and the Centre grievances.

(b) Days

A day shall mean calendar days, however, where a deadline occurs on a Saturday, Sunday or general holiday the deadline shall be extended to the next normal business day.

9.03 Complaint Stage

A complaint shall be communicated with the supervisor within 10 days after the circumstances giving rise to the complaint or the employee reasonably become aware of the circumstance leading to the complaint. If the complaint is not settled, it shall be taken up as a grievance within ten (10) days of the communication of the complaint in the manner and sequence described in the grievance steps.

9.04 Grievance Steps

Stage 1

- It is understood that an employee has no grievance until he has first given his immediate manager/supervisor or designate the opportunity to attempt to resolve the complaint.
- The employee shall file a signed grievance with his or her immediate Supervisor and shall state the nature of the grievance and the remedy sought. The employee and a union steward (if employee requests) shall meet in person with his manager/supervisor or designate and give them the opportunity to discuss and resolve the grievance.
- The immediate Supervisor shall give the grievor his decision in writing within ten (10) days of the submission of the grievance.

Stage 2

- Prior to moving to Stage 2, the Stage 1 process shall be completed.
- If the grievance is not resolved at Stage 1, the grievor may submit the grievance to the Human Resource Director, or his designate, who shall hold a meeting with the Grievance Committee at a mutually agreeable time within ten (10) days of receipt of the request.
- The Human Resource Director or designate shall deliver his/her decision in writing within ten (10) days of the meeting. If the grievance is not resolved at Stage 2, the grievor may submit his/her grievance to arbitration as set out below.

9.05 The employee has the right to be accompanied and represented by a Union representative at all meetings in the grievance/arbitration procedure. The Centre and



the Union will endeavour to make their representatives available no later than three (3) days from the time of request.

9.06 An employee who is a grievor and is required to attend meetings at any stage of the grievance procedure or to attend arbitration shall be given time off with no loss of pay and with no loss of credits to attend such meetings. This shall also apply to the Union Steward representing the grievor. In the case of a group or policy grievance there shall be a maximum of three grievors plus the applicable Union Steward.

#### 9.07 Policy Grievance

A grievance arising directly between the Centre and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at the level of the Human Resource Director within ten (10) calendar days following the circumstances giving rise to the grievance.

It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which she could have instituted herself, and the regular grievance procedure shall not be thereby bypassed.

#### 9.08 Group Grievance

Where a number of employees have identical grievances and each one would be entitled to grieve separately, they will be encouraged to present a group grievance in writing through the Local Union, signed by each employee who is grieving and the Local Union President or designate, to the Human Resource Director or designate. The grievance shall then be treated in a manner as set out for an individual grievance.

#### 9.09 Discharge Grievance

Any employee other than a probationary employee who is dismissed shall be entitled to file a grievance, through the Union, at the second stage of the grievance procedure provided he or she does so within ten (10) days of the date of the dismissal.

The Human Resource Director shall deliver his/her decision in writing within ten (10) days of the meeting. If the grievance is not resolved at Stage 2, the grievor may submit his/her grievance to arbitration as set out below.

9.10 The time limit contained within this article may be extended by agreement by the parties in writing.

9.11 Any agreements reached under the grievance procedure between the representatives of the Centre, the representatives of the Union and the grievor(s) will be final and binding upon the parties.

9.12 Any grievance initiated by Management may be referred in writing to the Local Union President or designate within ten (10) days of the occurrence of the circumstances giving rise to the grievance, and the Union shall meet within ten (10) days thereafter with the Director of Human Resource to consider the grievance. If final settlement is not completed within ten (10) days of such meeting, the grievance may be referred, by either party, to an Arbitrator.

9.13 Failing settlement under the foregoing procedure, any grievance, including a question as to whether the grievance is arbitrable, may be submitted to arbitration as herein provided. If no written request for arbitration is received within ten (10) calendar days after the decision is given under the foregoing procedure, the grievance shall be deemed to have been abandoned.

9.14 Arbitrator

- In the event that a grievance is referred to arbitration, it shall be heard by a single arbitrator unless both parties agree that it be heard by a three-member arbitration board.
- No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance, except as herein provided unless mutually agreed upon.

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

9.16 Each of the parties will bear the expense of its nominee, if any, and the parties will share equally the fees and expenses of the Chair of the Arbitration Board.

9.17 Arbitration Board

If both parties agree that a grievance be heard by a three-member board, the Union and the Centre shall each appoint a member of the arbitration board within ten (10) days notice of arbitration being given. Should either party fail to appoint a nominee or if the two nominees fail to agree upon a Chair within ten (10) days of the appointment of the second of them, then either party may apply to the Ministry of Labour for appointment of the Chair or such other appointment as is necessary to constitute the board of arbitration.

9.18 Authority of Arbitrator/Board

The single arbitrator or board of arbitration, as the case may be, shall not have any authority to alter, modify or amend any part of this Agreement, or to give any decision contrary to the terms or conditions of this Agreement.

9.19 Decision

The single arbitrator or board of arbitration, as the case may be, shall hear and determine the difference or allegation, including any question as to whether the difference is arbitrable, and shall issue a decision. All decisions arrived at by a single arbitrator or board shall be final and binding upon the Centre and the Union and the

employee or employees concerned. The decision of the majority is the decision of the board.

9.20 Time limits

The time limits set out in this article are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties shall result in the grievance being deemed to have been abandoned.

9.21 Commitment to Avoid Arbitration

The parties to this agreement wish to encourage the settlement of grievances as soon as it is possible and wherever possible without resorting to arbitration. For these reasons, the parties shall take advantage of the process for mediation/arbitration wherever possible as provided for in the Labour Relations Act. Notwithstanding the foregoing, either party may determine it is better served to go directly to arbitration. That party shall notify the other in writing.

**ARTICLE 10  
WORK OF THE BARGAINING UNIT**

10.01 Definition

Save for emergency purposes, all employees excluded from the bargaining unit (in accordance with Article 2) will not perform duties normally performed by employees in the bargaining unit which shall directly cause or result in the lay off, loss of seniority, reduction in working hours or reduction in benefits to employees in the bargaining unit.

10.02 Student Placements

The parties support the principle of student placements and agree to develop a protocol surrounding their appropriate roles at the Centre.

Students covered under this article are not entitled to the terms and conditions of this agreement, except those as legislated.

**ARTICLE 11  
PAY ADMINISTRATION**

11.01 If the Employer makes a pay error on the employee's pay cheque of four (4) hours or more the following shall apply:

- The employee notifies the Centre of a discrepancy by the Monday following the pay day
- The Centre will verify the discrepancy
- The Centre will consult with the employee
- The Centre will produce said cheque, if required, by the end of the day on Wednesday following the pay day
- Otherwise the discrepancy will be processed on the next pay cycle.

**ARTICLE 12**  
**NEGOTIATING COMMITTEE**

12.01 Pay for Central Negotiating Committee

Union Negotiating Committee members up to a maximum of seven (7) shall be granted leave with pay, without loss of credit or seniority, for attending central negotiating meetings with the Central Negotiating Committee in direct negotiations up to and including conciliation and arbitration.

It is understood that both parties must agree to participate in central bargaining prior to joining the central bargaining process. All provisions for the local bargaining committee shall also apply to the Central Negotiating Committee.

12.02 Pay for Local Negotiating Committee

The Centre agrees to recognize a negotiating committee comprised of seven (7) members to be elected or appointed from within the bargaining unit. Where the parties participate in central bargaining, the purpose of the negotiating committee shall be to negotiate local issues as defined by the central bargaining process. Where the parties do not participate in central bargaining, the purpose of this negotiating committee shall be to negotiate a renewal of this Collective Agreement. The Centre agrees that the members of the negotiating committee shall suffer no loss of earnings and credits for time spent during their regularly scheduled working hours in attending negotiation meetings with the Centre up to, and including conciliation.

12.03 The Union may at its discretion require a reasonable number of members, at any one time, to be granted a leave of absence without pay but with no loss of credits and seniority for the purpose of assisting the Union in advising and educating the members with respect to the collective bargaining process.

12.04 Nothing in this provision is intended to preclude the Union negotiating committee from having the assistance of any representatives of OPSEU when negotiating with the Centre.

12.05 The Centre will adjust the scheduled shifts of workers on the bargaining team to coincide with scheduled dates during the bargaining process including caucus/preparation/ratification meetings with the approval of the Director of Human Resources.

12.06 When direct negotiations begin or end within ten (10) hours of a negotiating team member's scheduled shift, the Centre will provide a one day's leave of absence with pay, to provide sufficient rest break if the employee so requests. Such leave shall not be considered leave of absence for Union business.

**ARTICLE 13  
STRIKES AND LOCKOUTS**

The Union agrees there shall be no strikes and the Centre agrees that there shall be no lock-outs so long as this agreement continues to operate. The terms “strike” and “lock-out” shall bear the meaning given them in the Ontario Labour Relations Act.

**ARTICLE 14  
CHECK-OFF OF UNION DUES**

14.01 The Centre shall deduct from each bi-weekly pay of each bargaining unit employee, an amount equivalent to such Union dues as the Union advises the Centre. In addition, the Centre shall deduct Union dues from any retroactive wage payments made to the employees. The Centre agrees that it will remit the total amount of such deductions to the Director of Financial Administration of the Union, no later than the 15<sup>th</sup> day of each month following the month that deductions were made.

14.02 The monthly dues deduction list is to be copied to the Local President at the same time that it is forwarded to the Union’s Director of Finance.

The Centre agrees to forward to the Union, a master list of current bargaining unit members. This list shall include, the employee name, classification/job title, part time/full time status and if on leave, greater than thirty (30) days. The lists shall be updated by providing changes on a quarterly basis.

14.03 The Union will advise the Centre in writing of the amount of its regular dues. The amount specified shall continue to be deducted until changed by further written notice to the Centre.

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

14.05 The Centre agrees to print the amount of total dues deduction paid by each employee for the previous year on the individual’s Income Tax T4 form.

**ARTICLE 15  
NON-DISCRIMINATION/HARASSMENT/BULLYING**

The parties agree that a safe workplace, free of violence and harassment, is a fundamental principle of a healthy workplace. Commitment to a healthy workplace requires a high degree of cooperation between employer, employees, physicians, and the Union. Employees should feel empowered to report incidents of disruptive behaviour, including physician behaviour, without fear of retaliation. Issues of discrimination and harassment can be dealt with in accordance with the Centre’s policy on Workplace Harassment Discrimination and Bullying.

15.01 There shall be no discrimination or intimidation or harassment by supervisors, managers or other agents of the Centre against any employee because of the employee’s membership in the Union or by virtue of his holding office in the Union.

- 15.02 The Union agrees that neither its officers nor its members, nor persons employed directly by the Union, will discriminate against or intimidate employees who are not members of the Union.
- 15.03 It is agreed that there will be no discrimination by either party to this Agreement or by any of the employees covered by this Agreement against any employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, or disability, as defined in section 10(1) of the *Ontario Human Rights Code (OHRC)*.
- 15.04 The parties agree that all entitlements under the collective agreement that apply to spouses, shall apply equally to same sex spouses and common law spouses.
- 15.05 The Centre will provide training on harassment and discrimination to all employees of the Centre. There will be no loss of pay or credits attending this training.
- 15.06 An employee who feels that they may have been the subject of harassment may utilize the grievance procedure of this collective agreement.

## **ARTICLE 16 DISCIPLINE AND EMPLOYEE FILES**

### 16.01 Notification of Disciplinary Action

The employee and the Union shall receive a written copy of any formal disciplinary action taken against a member of the Union at the time it is provided to the said employee. Any reply by the employee shall become part of the employee's record.

### 16.02 Retention of Disciplinary Notices

Notice of disciplinary action which may have been placed on the personnel file of an employee shall be removed after eighteen (18) months have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.

### 16.03 Interview and Representation

Prior to any interview which might be the basis of disciplinary action, the employee will be informed of the purpose of the interview and their entitlement to have a Union Representative. Reasonable notice as to the time and place of the interview will be provided to the employee. The Employer shall adjust the employee's schedule to facilitate attendance during working hours. At the interview, the employee and the Union representative may make representations and ask questions concerning the events and circumstances.

16.04 Access to Employee Files

Upon written request of an employee, each employee shall have reasonable access to his or her Human Resource and Employee Health file. Such review shall take place in the presence of the Employer or employee health staff. A copy of any portion or the complete document will be provided to the employee on request. An employee has the right to request the removal of any information that is not relevant to the terms of employment and or health record.

16.05 The parties agree that the purpose of the video surveillance cameras and any tracking devices are to enhance the safety and security of staff, patients, visitors; and Centre property.

16.06 The parties recognize that ongoing feedback is essential to an employee's performance and job satisfaction.

**ARTICLE 17  
PROBATIONARY PERIOD**

17.01 Probationary Period

A full time employee from the date of hire will be considered on probation until he has completed one hundred and eighty (180) days of work or 1350 hours within any twelve (12) calendar months.

Absences from work for whatever reason exceeding thirty (30) days shall not be counted for the purpose of completing the 180 days of work probationary period.

The parties recognize that ongoing feedback about an employee's progress is important to the probationary employee.

17.02 The Centre shall have the right to release a probationary employee for reasons based on performance and the ability to do the job, including skills, suitability and availability. Such release shall be at the discretion of the Employer and shall not be subject to the grievance procedure unless the probationary employee is released for reasons which are arbitrary, discriminatory or in bad faith.

17.03 Where a casual or part time employee is appointed to a full time position and/or part time position and has worked more than 22.5 hours per week on a continuous basis immediately prior to appointment in that classification, the straight time hours he or she actually worked within the previous year will be considered to be part of his or her probationary period to a maximum of 1350 hours and will be considered the equivalent of nine (9) months.

**ARTICLE 18**  
**HEALTH AND SAFETY**

18.01 The Centre shall establish a Joint Health and Safety Committee as mandated under the Occupational Health and Safety Act that shall include the Union and Management co-chairpersons. Terms of Reference and Operating Guidelines for all committees shall be established by the Joint Health and Safety Committee and shall be in compliance and accordance with the requirements of the Occupational Health and Safety Act.

At least two members at large representing the workers will be certified members of the committee as defined under the Occupational Health and Safety Act. Such members will be deemed to be at work while the members are fulfilling the requirements for becoming certified and the Centre shall pay the members for the time spent at the member's regular or premium rate as may be proper.

18.02 Purpose

Such committees shall identify potential and existing dangers and hazards; recommend means of improving health and safety programs and actions to be taken to improve conditions related to safety and health.

18.03 Access to Accident Reports

The Centre shall cooperate and assist the Joint Occupational Health and Safety Committee (JOHSC) in fulfilling its legislated mandate.

The Centre will abide by the Occupational Health and Safety Act on reporting of critical and /or non-critical injury and illness including reporting and notification requirements. The employee's name and medical treatment or diagnosis will only be released if the employee has signed appropriate legal consent forms.

18.04 Co-chairs

As per the Occupational Health and Safety Act, meetings of committees shall be held quarterly, or more frequently at the call of the Co-chairs. Each Committee shall maintain minutes, signed by the Co-chairs, of all its meetings and make them available for review.

18.05 Time Off for Bargaining Unit Members

Time off with no loss of pay for bargaining unit members on the JOHSC to perform these duties shall be granted as per the Occupational Health and Safety Act.

18.06 Infectious Diseases

- (a) The Employer shall provide at no cost to the employees a Hepatitis B vaccine, Influenza vaccine, and Tuberculosis testing.
- (b) Where the Employer identifies an exposure/ outbreak and where employees are in contact with infectious and communicable diseases, testing and protective medications and treatment shall be provided at



no cost to the employee. The Employer will cover costs not covered under the Centre benefit plans or Provincial Plans.

- (c) Where an employee is directed to remain at home due to quarantine conditions as defined by the Employer and/or the Provincial Medical Officer of Health and/or the Regional Public Health Authority, there shall be no deduction of sick credits and no interruption of pay, benefits, and credits.

#### 18.07 Safety and Personal Protective Equipment

In compliance with the Occupational Health & Safety Act, the Centre shall provide, and the employee shall use, where required appropriate safety equipment, protective clothing, personal protective equipment and shall participate in training, where required, in the use of such equipment or clothing.

18.08 The Employer shall reimburse employees for the cost of repair(s) and /or replacement of personal clothing/property damaged as a direct result of their carrying out the duties assigned by the Employer. This agreement is subject to the following conditions:

- i) the employee shall notify their supervisor at the time of the occurrence of the damage which has occurred and
- ii) such repair(s) and/or replacement must be preapproved.
- iii) the employee shall provide the Employer with a receipt for such repair(s) and/or replacement of personal clothing/property.

18.09 Employees who are required to provide patient care outside of the Centre shall be provided with Centre issued communication devices which shall be returned upon completion of the assigned duties.

18.10 Any in-patient requiring transport shall be assessed by the clinical treatment team to determine the necessity of a clinical staff or gender specific clinical staff escort.

#### 18.11 Display Screens

- a) After each hour of continuous operation of a display screen, a display screen operator shall be relieved of such duties for a period of five (5) minutes in which she will perform other job related duties.
- b) At the beginning of assignment to a display screen and every twenty-four (24) months thereafter, a display screen operator who is regularly required to operate a display screen for two (2) hours or more per day shall be required to undergo an eye examination by an optometrist or an ophthalmologist who is qualified to conduct the following tests:
  - unaided visual acuity (letter chart test)
  - refractive findings
  - corrected visual acuity
  - amplitude accommodation
  - suppression

- muscle balance (near, one metre, distant)
- slit lamp biomicroscopy.

The cost of the eye examination shall be borne by the Employer to a maximum of \$50.00, and the display screen operator shall authorize release of a copy of the examination report to the Employer for inclusion on employee's health file.

#### 18.12 Violence in the Workplace

Workplace violence shall be defined as any incident in which an employee is abused, threatened or assaulted during the course of their employment. The Employer agrees that these incidents will not be condoned in the workplace. The Centre shall endeavour to take all reasonable measures to protect employees from violence at work.

In consultation with the Union, based on the recommendations of the site specific JOHSC, the Centre will:

- a. conduct risk assessments, as necessary;
- b. establish a violence prevention policy;
- c. establish work practices and procedures to eliminate or minimize violence;
- d. establish procedures for reporting, investigating and recording of incidents of violence; and
- e. provide information and training to employees on the recognition of potentially violent situations and diffusion of violent situations.

18.13 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.

### **ARTICLE 19 HOLIDAYS – Full-time Employees**

#### 19.01 General Holidays

The days to be designated as holidays each year during the term of this Agreement shall be the following:

- New Year's Day,
- Family Day,
- Good Friday,
- Easter Monday,
- Victoria Day,
- Canada Day,
- Civic Holiday,
- Labour Day,
- Thanksgiving Day,
- Remembrance Day,
- Christmas Day,
- Boxing Day.

## 19.02 Compensation

A holiday shall be compensated as set out below:

- (i) if the employee does not work on the designated holiday, the employee shall be paid for a full day at their regular rate of pay;
- (ii) If a holiday falls on an employee's regularly scheduled day off, then they shall receive a day in lieu. Such lieu day must be taken at a mutually agreeable time prior to March 31'st of the following year. If not used by this date, it shall be paid out at the rate it was accumulated.
- (iii) An employee scheduled to work on any of the foregoing holidays shall be paid at the rate of time and one half (1 1/2) the employee's regular straight time hourly rate of pay for all hours worked on such holiday. In addition the employee will receive a lieu day off with pay. Such lieu day must be taken at a mutually agreeable time prior to March 31'st of the following year. If not used by this date, it shall be paid out at the rate it was accumulated. If not used by this date, it shall be paid out at 7.5 hours pay for those employees who work a 8 hour shift and at 11.25 hours pay for those employees who worked a 12 hour shift.
- (iv) Where an employee is required to work overtime on such a shift she shall be paid at the rate of two (2) times her regular straight time hourly rate for the overtime hours.

## 19.03 Eligibility for a Statutory Holiday

Employees shall qualify for holiday pay provided they have worked their last scheduled work day or shift immediately prior to the holiday and their first scheduled work day or shift immediately after the holiday unless they have been excused from doing so by the Centre, or in cases of absence due to illness or accident, confirmed by a medical certificate if requested.

## 19.04 Designation of a Weekend Statutory Holiday

Should a holiday fall on a Saturday or Sunday, the Monday following this holiday or, in some cases the previous Friday as determined by the Centre will be recognized as the holiday. In regard to the foregoing, this determination shall be done not later than January 6 of each year. Only those employees who work on the actual holiday (as opposed to the designated day) will receive the applicable premium payment and/or lieu days.

## 19.05 Identified Religious Holidays

Employees who celebrate identified religious holidays other than those listed above, are entitled to choose from the following:

- a) An unpaid personal leave; or
- b) Use accrued vacation time or lieu time

**ARTICLE 20  
BEREAVEMENT LEAVE**

20.01 An employee shall be allowed a leave of four (4) scheduled working days leave of absence without loss of straight time pay as bereavement leave in the event of death of the following:

- Spouse, common law spouse or partner including a same sex spouse/partner
- Parents (including step-parents)
- Children (including step-children)

Three (3) scheduled working days for:

- Siblings (including brother or sister in-law)
- Spouse/Partner's Parents
- Grandparents
- Grandchildren
- Children's spouse

20.02 An employee shall be allowed a leave of one (1) scheduled working day leave of absence without loss of straight time pay as bereavement leave of his or her aunt, uncle, niece or nephew, ward or guardian.

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

20.04 If during a period of vacation an employee is bereaved in circumstances under which he or she would have been eligible for leave under this article he or she shall be granted leave and his or her vacation credits shall be restored.

**ARTICLE 21  
EMERGENCY LEAVE**

21.01 Emergency Leave

Employees shall be entitled to up to ten (10) days per year Emergency Leave without pay pursuant to the provisions of the Employment Standards Act 2000.

21.02 Family Medical Leave (Compassionate Care Leave)

Family Medical Leave (Compassionate Care Leave) shall be granted without pay for a period of up to eight (8) weeks in accordance with the Employment Standards Act 2000.

## **ARTICLE 22 JURY AND WITNESS DUTY**

### 22.01 a) Jury and Witness Duties

An employee required to serve on jury duty or as a witness in a case in which the employee has been given a subpoena to attend shall not lose regular pay because of necessary absence from work due to such attendance, shall not be required to work on the day of such duty and shall not be required to work the night shift immediately prior to such attendance. The employer shall not unreasonably deny any necessary schedule changes to accommodate such duty. The employee shall not be required to work extra hours as a result of such duty or accommodations made to allow attendance at such duty. Employee attendance for jury or witness duty shall be treated as a work day for the employee, provided that the employee:

- (i) Informs the Centre immediately upon being notified that the employee will be required for such attendance.
- (ii) Presents proof of service requiring the employee's attendance, and promptly repays the employer the amount (other than expenses) paid to the employee for such service as a juror or for attendance as such witness where any monetary compensation is provided for attendance.

### b) Court of Law/Coroner's Inquest

Where an employee is required by subpoena or as a witness to attend a Court of Law or Coroner's Inquest (proof of attendance provided to the employer as requested) in connection with a case arising from the employee's duties at the Centre, on his regularly scheduled day off or during his regularly scheduled vacation, the Centre will reschedule the employee's regular day off or vacation period, it being understood that any rescheduling shall not result in the payment of any premium pay.

### c) Professional College Hearing

Where an employee is required by subpoena or as a witness to attend a Professional College hearing, with proof of attendance provided to the Employer, as requested, in connection with a case arising from the employee's duties at the Centre, on his regularly scheduled day off or during his regularly scheduled vacation, the Centre will attempt to reschedule the employee's regular day off or vacation period, it being understood that any rescheduling shall not result in the payment of any premium pay.

## **ARTICLE 23 MATERNITY LEAVE**

23.01 Employees who have been continuously employed for 13 weeks prior to the anticipated date of birth or prior to the commencement of the leave, will, upon application be granted a leave of absence without pay of at least seventeen (17) weeks, or such shorter period as requested by the employee.

23.02 Employees will be paid 93% of their salary during the first two (2) weeks of their maternity leave. For those employees who are eligible for Employment Insurance (EI), the Centre will top up the EI payment to a total of 93% up to a maximum of 15 weeks based on the rate of pay they receive on the last day worked, prior to the start of the leave.

- EI benefits are payable from eight (8) weeks prior to the scheduled date of birth up to seventeen (17) weeks after the expected date of confinement, whichever is later.
- An employee who is ill prior to the estimated delivery date is entitled to paid sick leave, upon providing her immediate supervisor with a medical certificate from a duly qualified practitioner that a medical condition exists to warrant early leave. The terms of the Sick Leave policy shall apply.
- During Maternity Leave, the employee may decline to continue in the Centre's Benefit and Pension Plans or they may continue coverage by paying the employee portion of such coverage. Employees must arrange to provide such payment one (1) month in advance of the first of each month for such coverage.
- Employees who choose to take Parental Leave must begin their leave as soon as their maternity leave is over.
- An employee returning from Maternity Leave will return to her position unless it no longer exists. In such a case the employee, will be given a comparable job, if possible, or the layoff provisions will apply.
- Such payments shall include any progression on the wage grid and any negotiated or amended wage rates.

23.03 Vacation credits, seniority and service will continue to accrue during the pregnancy leave.

23.04 An employee entitled to pregnancy leave, under this article, who provides the employer with proof that she is in receipt of Employment Insurance benefits pursuant to the Employment Insurance Act, (Canada) shall be paid an allowance in accordance with the Supplementary Unemployment Benefit Plan.

## **ARTICLE 24 PARENTAL LEAVE**

- 24.01 Parental leave may begin no earlier than the day the child is born or comes into custody, care and control of the parent for the first time; and no later than 52 weeks after the day the child is born or comes into custody, care and control of the parent for the first time.

The parental leave of an employee who takes pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of the parent for the first time.

Parental leave ends 35 weeks after it begins for an employee who takes pregnancy leave and 37 weeks after it begins for an employee who did not take pregnancy leave or on an earlier day if the employee gives the direct supervisor or manager at least four (4) weeks' written notice of that day.

Where an employee chooses to serve the two (2) week waiting period under the Employment Insurance Act Canada before receiving benefits under that Act, she/he will receive for the first two (2) weeks, payments equivalent to 93% of the actual weekly rate of pay that he or she was receiving on the last day worked prior to the start of the leave, and,

Up to a maximum of 15 additional weeks, payments equivalent to the difference between the sum of the weekly Employment Insurance (EI) benefits that the employee is eligible to receive and any other earning received by the employee and 93% of the actual weekly rate of pay which he or she was receiving on the last day worked. An employee returning from parental leave will return to his/her position unless it no longer exists, . In such a case the employee will be given a comparable job, if possible, or the layoff provisions will apply.

This leave shall permit the accumulation of credits for not more than 35 weeks. Such payments shall include any progression on the wage grid and any negotiated or amended wage rates.

Vacation credits, seniority and service will continue to accrue during the parental leave.

- 24.02 During Parental Leave, the employee may decline to continue in the Centre's Benefit and Pension Plans or they may continue coverage by paying the employee portion of such coverage. Employees must arrange to provide such payment one (1) month in advance of the first of each month for such coverage.
- 24.03 The employee must contact the Human Resource Department to make arrangements to remit her/his share of any premiums for non eligible benefits to be paid while he/she is on Parental Leave.

24.04 Except for an employee to whom Article 23 (Maternity Leave) applies, an employee on parental leave is entitled, upon application in writing at least two (2) weeks prior to the expiry of the leave, to a further consecutive leave of absence without pay but with accumulation of credits for not more than six (6) weeks.

**ARTICLE 25  
SICK LEAVE/SHORT TERM DISABILITY  
FULL-TIME EMPLOYEES ONLY**

25.01 Sick Hours Accumulation

An employee who is unable to attend to his or her duties due to sickness or injury is entitled to leave of absence with pay as follows:

- (a) with regular salary for the first six (6) working days at 7.5 hours of absence per occurrence,
- (b) with seventy-five percent (75%) of regular salary for an additional one hundred and twenty-four (124) working days of absence at 7.5 hours, in each calendar year (which shall not accumulate).

The pay of an employee under this article is subject to deductions for insurance coverage and pension contributions that would be made from regular pay. The employer paid portion of all payments will continue to be made.

Sick hour banks will not be paid out on termination of employment; however, sick hours can be accumulated over a three (3) year period to a maximum of 18 days at 7.5 hours.

In the first year of employment, accumulation of sick time will be pro-rated.

**ARTICLE 26  
WORKPLACE SAFETY AND INSURANCE**

26.01 WSIB Claim – Continued Pay

Where an employee is absent by reason of an injury or an occupational disease for which a claim is made under the Workplace Safety and Insurance Act, the employee shall receive a pay advance equal to seventy-five (75) percent of her weekly pay, with no interruption in pay.

26.02 WSIB Claim – If not Awarded

If a claim is not approved, any payments made under the foregoing provisions in excess of which she is entitled under the Short Term Sickness Plan shall be an amount owed by the employee to the employer or vice-versa.



#### 26.03 WSIB Awarded Claim – Continuing Employee Benefits

Where an employee receives an award under the Workplace Safety and Insurance Act, the employee and the Employer will continue to pay their portion of benefits coverage during which time the employee is receiving the award.

### **ARTICLE 27 VACATION Full-time Employees only**

27.01 Employees shall be entitled to vacation as follows:

- Up to 1 year – vacation earned at a rate of 7.5 hours for each completed calendar month of service with pay to a maximum of 90 hours per calendar year.
- 1-3 years: 3 weeks of vacation – maximum hours of 112.5
- 4-15 years: 4 weeks of vacation – maximum hours of 150
- 16-22 years: 5 weeks of vacation – maximum hours of 187.5
- 23+ years: 6 weeks of vacation – maximum hours of 225

27.02 Employees may accumulate vacation to a maximum of twice their annual allowance but must reduce the accumulation to a maximum of one (1) year allowance by December 31 of each calendar year, or the excess allowance will be paid as of December 31.

27.03 Employees as of date of ratification of this Agreement will maintain current vacation allotment.

27.04 If, for any reason, employment is terminated and vacation taken exceeds vacation entitlement, the overpayment is to be repaid by the employee to the Centre. Unused vacation credits will be paid out to the employee.

27.05 Vacation Schedules

- (a) The Centre will endeavour to accommodate the employee in scheduling vacations in accordance with specific periods requested. However, where the granting of all such requests would prejudice the efficient operation of the department, seniority will prevail in determining the time a specific employee's vacation is scheduled.
- (b) Vacations may be taken at any time of the year between January 1 and December 31 inclusive. The vacation application schedule shall be posted by February 1 and completed by March 1 of each year. The final vacation schedule shall be posted by April 1 each year and once posted; changes may only be effected with the Centre's agreement.
- (c) Vacation requests submitted after the vacation application period will be granted on a first come first serve basis once the vacation schedule has been posted and subject to the efficient operation of the department.

(d) In the interests of equity, an employee may not utilize more than two (2) consecutive weeks of accumulated vacation credits during prime vacation time if it limits access to another employee during this time. This will not preclude the Centre from scheduling more than two (2) weeks where possible. In addition, an employee may not utilize the same vacation period two (2) years consecutively, in prime time, if it limits access to another employee. Prime time shall be defined as; March Break, June 15 – September 15, and the period from December 24 – January 2 inclusive.

(e) Vacation Requests

Vacation requests for the March break in any calendar year must be submitted in writing to each respective manager by December 1<sup>st</sup> of the previous year and shall be approved in accordance with article 27.05(a).

27.06 Interrupted Vacation

Where an employee's scheduled vacation is interrupted due to serious illness, injury or bereavement, which commenced prior to and continues into the scheduled vacation period, the period of such illness, bereavement or injury shall be considered sick leave or bereavement leave as appropriate.

Where an employee's scheduled vacation is interrupted due to serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave.

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

27.07 Leave Credits Report

As soon as practicable, following the end of each quarter, the employer shall provide to employees the number of vacation and attendance credits to which he or she is entitled.

**ARTICLE 28  
SELF FUNDED LEAVE**

28.01 Application

Eligible employees must make written application to the Administrative Director, with a copy to the Director of Human Resources, at least six (6) months prior to the intended commencement date of the salary deferral portion of the Self Funded Leave Plan. Such application will outline the reason the leave is being requested.

Priority will be given to applicants intending to use the leave to pursue formal education related to their profession. As between two (2) or more candidates, from the same department, with the same intended purpose, seniority shall govern. The employee will be informed of the disposition of his application as soon as is reasonably possible after the closing date for applications.

On return from leave, a participant will be assigned to his former position and shall be paid at the step in the salary range that he/she had attained when the leave

commenced, unless it no longer exists. In such a case the employee will be given a comparable job, if possible, or the layoff provisions will be applied.

28.02 Only one (1) employee may be accepted into the Self Funded Leave Plan in any one plan year from one department. Where there are more applications than spaces allotted, seniority shall govern.

28.03 An employee may apply to participate in the Self-Funded Leave plan as permitted under the Income Tax Act (Canada) in order to defer pre-tax salary dollars to fund a leave of absence. The deferral portion of the plan shall involve an employee spreading four (4) years salary over a five (5) year period, or such other schedule as may be mutually agreed between the employee and the Employer. In the case of the four (4) year's salary over a five (5) year schedule, during the four (4) years of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee. Such deferred salary will not be accessible to the employee until the year of the leave or upon the collapse of the plan. In the case of another mutually agreed upon deferral schedule, the percentage of salary deferred shall be adjusted appropriately.

28.04 The funds being deferred will be held in a trust account with a financial institution the Employer selects, with interest being paid annually. The funds will be paid out to the employee on a monthly or lump sum basis during the leave of absence.

28.05 During the leave the employee's insured benefits will be continued where the employee continues to pay for his or her portion.

#### 28.06 Withdrawal Rights

(i) A participant may withdraw from the plan at any time up to a date three (3) months prior to the commencement of the leave. Deferred salary and accrued interest will be returned to the participant within a reasonable period of time.

(ii) On Leaving Employment

If a participant resigns, or is terminated, prior to the commencement of the leave, deferred salary plus interest will be returned to the participant within a reasonable period of time. In the event of the death of a participant, such funds will be paid to the participant's estate.

#### 28.07 Replacement Employees

The Centre will endeavour to find a temporary replacement for the employee, as far in advance as practicable. If the Centre is unable to find a suitable replacement, it may postpone the leave. If, after a period of postponement, a suitable temporary replacement cannot be found, the Centre will have the option of considering a further postponement or of collapsing the plan. The employee, subject to such postponement, will have the option of remaining in the plan and rearranging the leave at a mutually agreeable time, or of withdrawing from the plan as outlined in Article 28.06

## 28.08 Plan Year

The year for the purpose of the plan shall be from September 1 of one (1) year, to August 31, of the following year, or such other years as the parties may agree to.

## 28.09 Status of Replacement Employee

Any vacancies resulting from an absence due to Self Funded Leave will be posted as per the Article on posting and filling of vacancies.

Employees in bargaining units at the Centre selected to fill vacancies resulting from replacing an employee on a self-funded leave need not be considered for other temporary vacancies while replacing such employee. Upon completion of the leave, the replacing employee will be returned to his former position, and the filling of subsequent vacancies will likewise be reversed.

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

## **ARTICLE 29 EMPLOYEE BENEFITS**

- 29.01 For full time employees, participation in the Centre benefits plan (including LTD) is mandatory. Employees may waive health and/or dental coverage for themselves and their dependents only if they provide proof of spouse/partner coverage. The premium for such coverage will be shared on the basis of 85% Centre paid and 15% employee paid. The current benefits plan as agreed on January 20, 2006 with the exception of one hundred dollars deductible on dental benefit, shall be maintained.
- 29.02 The Employer shall pay 100% of the premium of AD&D (Accidental Death and Dismemberment) and 100% of the premium of Basic Life Insurance which is equivalent to two (2) times the annual salary.
- 29.03 Vision benefit will remain at 80% Centre paid and 20% employee paid.
- 29.04 For newly hired employees, coverage as set out in this article shall be effective the first billing date that occurs no later than the first day of the fourth full month following the month in which the newly hired employee was first employed.
- 29.05 The Centre agrees to continue health and dental coverage for employees who are on short term or long term disability. Any premium sharing shall be at the same percentage as for active employees.
- 29.06 It is understood that the Centre may change carriers provided there is no change and no reduction in the benefit coverage.

29.07 The practice of providing a drug card will be maintained.

29.08 All current employees at the time of ratification of this Agreement who are enrolled in the OPSEU Pension Trust (OPT) pension plan will remain in this pension plan. All new full-time employees and those employees not enrolled in the OPT pension plan shall enroll in the Hospital of Ontario Pension Plan (HOOPP) when eligible.

29.09 Employee Assistance Program

The Centre agrees to provide and maintain an Employee Assistance Program (EAP). The cost of this program and choice of provider shall be borne by the Employer.

29.10 Post 65 Benefits

Vision and dental benefit coverage will be extended to active full-time employees up to an employee's seventieth (70th) birthday. After an employee has reached age 65, vision and dental benefit coverage shall be 85% Centre paid and 15% employee paid. No other benefits coverage provided to employees in accordance with this Article 29 will be available to employees who have reached age 65.

29.11 There shall be a cap on the provision of private duty nursing of \$25,000 annually and one million dollars lifetime, effective the date of the award. This cap shall not apply to any employee with a current active claim.

### **ARTICLE 30 LABOUR-MANAGEMENT COMMITTEE**

30.01 Labour-Management Committee

(a) The parties mutually agree that there are matters that would be beneficial if discussed at Labour-Management Committee meetings during the term of this agreement to promote constructive and harmonious relations. The Committee shall be composed of an equal number of representatives of each party as mutually agreed and shall meet at a time and place mutually satisfactory. An OPSEU staff representative will attend at the request of the Union and the Union will endeavour to give 14 days notice to the Employer.

The Committee shall meet no less than once a month unless otherwise mutually agreed upon. A request for a meeting hereunder will be made in writing at least fourteen (14) days prior to the date proposed and be accompanied by an agenda of matters proposed to be discussed.

(b) The Union Representatives of the Labour-Management Committee shall attend such joint meetings with no loss of pay or credits.

(c) The Committee shall not deal with issues that are the subject of a grievance(s) under Article 9 of the agreement.

30.02 Prior to effecting any changes in corporate policies which affect employees covered by this agreement, the Centre will discuss the changes with the Union and provide copies to the Union.

The parties may agree that discussions in such other forums or meetings may be deemed to satisfy the requirement of this Article for a substantive discussion of a potential change in corporate policy affecting bargaining unit employees. Such an agreement that this Article has been complied with shall be provided in writing and in advance of the alternate forum/meeting.

30.03 On mutual agreement either party may add an item(s) to the LMC agenda. Should the agenda not be fully completed, the item will be carried forward to the next meeting.

## **ARTICLE 31 SENIORITY AND SERVICE**

### 31.01 Definition

Seniority shall be defined as an employee's length of employment within the Centre bargaining unit. Service shall be defined as the continuous length of employment from the most recent date of hire.

With the following exceptions:

- a) All full time employees in the bargaining unit hired prior to March 27, 2006 shall have their seniority date based on their continuous service date as of March 26, 2006; including all periods of employment with the former employer, the Crown.
- b) For each part time, job share, regular part-time, and casual employee in the bargaining unit who was employed by the Centre on March 27, 2006 shall be given credit for service at the Centre as a Crown employee. Continuous service as at March 27, 2006 shall be calculated on a pro-rated basis for all regular non-overtime hours worked immediately prior to March 27, 2006.

### 31.02 Seniority List

- a) The Centre shall maintain 6 seniority lists: 3 seniority lists for full-time and 3 for part-time: 2 seniority lists for the Registered Nursing Unit, 2 seniority lists for the Paramedical/Professional Unit including RPN's, 2 seniority lists for the Office, Clerical, Service and Maintenance Unit employees. Each list shall specify the employee status, work area/department for the respective category.
- b) Seniority lists will be updated every six (6) months during the calendar months of September and March. An electronic and hard copy of each list shall be provided to the Local Union President or designate.
- c) In the event of a lay-off, an updated seniority list in electronic and hard copy will be provided to the Local Union President or his designate.
- d) Regular Part-time, Part-time and Casual employees shall have their seniority expressed on the basis of hours worked in the bargaining unit, excluding overtime.

- e) An employee's full seniority and service shall be retained by the employee in the event that the employee's status changes from full-time to part-time or from casual to part-time or vice-versa. An employee whose status changes from full-time to part time shall receive credit for her or his full seniority and service.

An employee whose status changes from part-time and or casual to full-time shall receive seniority and benefit credit for hours worked.

### 31.03 Absences – Full-Time Employees Only

(a) Effect of Absence

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

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

In addition, the employee will become responsible for payment of subsidized employee benefits in which he is participating for the period of the absence. The employee must arrange with the Centre to prepay the full premium of any applicable subsidized benefits in which she is participating during the period of the leave in excess of thirty (30) continuous days to ensure continuing coverage. Such payment must be made one (1) month in advance of the first of each month for such coverage.

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

- (b) The Centre agrees to provide, in response to an employee's request, his service and/or seniority date.

### 31.04 Loss of seniority - Full Time/Part Time/Regular Part Time Employees

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

- (a) leaves of his own accord;
- (b) is discharged and the discharge is not reversed through the grievance or arbitration procedure;
- (c) has been laid off without recall for twenty-four (24) months;

- (d) is absent from scheduled work for a period of five (5) or more consecutive working days without notifying the Centre of absence and providing a reason satisfactory to the Centre;
- (e) fails to return to work (subject to the provisions of (d)) upon termination of an authorized leave of absence without a satisfactory reason to the Centre or utilizes a leave of absence, without permission, for purposes other than that for which the leave was granted;
- (f) fails, upon being notified of a recall, to signify his intention to return to work within ten (10) calendar days after he has received the notice of recall mailed by registered mail to the last known address according to the records of the Centre and fails to report for work within seven (7) calendar days after he has acknowledged his intention to return to work or such further period of time as may be agreed upon by the parties.

## **ARTICLE 32 Layoff and Recall**

32.01 It is understood that attrition can be used effectively as a redeployment strategy. The Centre agrees that, where possible, it will utilize attrition as a means of reducing the workforce.

The Lay-Off process will begin at the time of giving notice to the employee.

All notice periods in this Article shall run concurrently.

### 32.02 Early Retirement Option

The Centre shall make offers of early retirement allowance (s) in accordance with the following conditions: the Centre will first make offers in order of seniority in the departments, classifications and employment status where layoffs would otherwise occur. The Centre will offer the same number of early retirements as the number of layoffs it would otherwise make.

The Centre will make offers to employees eligible for early retirement under the Centre pension plan(s), including part-time if applicable. Such offers shall be made in writing and must be returned to the employer within 14 calendar days.

An employee who elects early retirement options shall receive a retirement allowance of two (2) weeks salary for each year of service, to a maximum of fifty-two (52) weeks salary.

### 32.03 Voluntary Exit Option

If there are insufficient applicants for early retirement, the Centre will offer voluntary exit options to a sufficient number of employees in the same classification and same employment status in order of seniority to the extent that the maximum number of employees in full-time or part-time status who elect a voluntary exit option is equivalent to the number of employees who would otherwise be subject to layoff under Article 32.



Such offers shall be made in writing and must be returned to the employer within 14 calendar days.

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

#### 32.04 Long-Term Permanent Layoff

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

- (a) provide the Union with no less than 5 months notice;
- (b) commencing at the time that notice is given to the Union, within thirty (30) days, and prior to giving written notice to the employees, jointly evaluate, plan and review:
  - i. the reason causing the layoff;
  - ii. the service the Centre will undertake after the layoff;
  - iii. how the Centre intends to effect the lay-off, including areas where layoffs will occur, and which employees will be laid off;
  - iv. ways the Centre can assist employees to find alternate employment; and
  - v. ways and means of avoiding or minimizing the impact, including:
    - identifying and reviewing possible alternatives to any action that the Centre may propose taking;
    - identifying and reviewing ways to address on-the-job retraining needs of employees;
    - identifying vacant positions within the Centre for which the laid off employees of the bargaining unit might qualify, or such positions which are currently filled but which are expected to become vacant within a twelve (12) month period;
    - identifying contracting in opportunities; and
    - Mapping bumping options for affected employees, to the extent possible.

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

#### 32.05 Implementation

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

#### 32.06 Process

In the event of a layoff, employees shall be laid off in the reverse order of seniority in their classification.

Employees shall be entitled to four (4) months written notice of permanent or long-term layoff. To assist in this process layoff notices will contain, where possible, specific information on bumping options.

After receipt of such written notice, affected employees will have a period of up to fourteen (14) calendar days to indicate to the Centre their choice of options as outlined below.

The Centre agrees to meet with the affected employee(s) within fourteen (14) calendar days after it has received written notification of the employee's choice of entitlement, in order to verify his/her choice.

### 32.07 Entitlements

An employee who is subject to permanent or long-term layoff shall have the following entitlements:

- (a) accept the layoff and be placed on a recall list for twenty-four (24) months from the date the actual layoff begins;
- (b) accept the layoff, and thereafter, at the Centre's option, receive pay in-lieu of notice and not be required to report for work during the notice period. It is agreed and understood that during the period of notice the employee's wages and benefits will be maintained as if he/she were at work, and that his/her layoff will be deemed to have commenced at the end of the notice period;
- (c) transfer to a vacant position provided he or she is qualified and able to perform the work;
- (d) the employee may displace an employee who has lesser bargaining unit seniority and who is the least senior employee in his/her own identical paying classification whose job she is able to perform;
- (e) if the employee cannot displace an employee in (d) above he/she may displace an employee in the lowest paying classification who has lesser bargaining unit seniority and who is the least senior employee in that group whose job he/she is qualified and able to perform the work;
- (f) the employee may displace an employee in a temporary assignment provided he or she is qualified and able to perform the work.
- (g) An employee who is severed shall receive following completion of the last day of work, two (2) weeks salary for each year of service, to a maximum ceiling of fifty-two (52) weeks of pay.

### 32.08 Short-Term Layoff

In the event of a proposed short-term layoff that is less than thirteen (13) weeks (with the exception of shift cancellation(s)), the Centre shall provide to the affected employees no less than thirty (30) calendar days notice, or pay in lieu thereof, and no less than thirty (30) calendar days concurrent notice to the Union. In giving such notice

the Centre will indicate to the Union the reasons causing the layoff and the anticipated duration of the layoff. It is agreed and understood that Regulation 288/01, Section 5 of the Employment Standards Act applies. If requested, the parties agree to meet. An employee who is subject to layoff for a period not greater than thirteen (13) weeks shall have the following entitlements:

- (a) accept the layoff and be placed on a recall list for thirteen (13) weeks. If the layoff goes beyond thirteen weeks, the lay off will then be a long term layoff and all relevant articles will apply. During this period of layoff the employee may elect to receive some or all of his/her earned vacation credits up to a maximum of the period of the layoff. It is understood that his/her vacation bank entitlement will be appropriately reduced for that vacation year; or
- (b) displace an employee within his or her classification who has lesser bargaining unit seniority and who is the least senior employee within his or her classification, if the employee originally subject to layoff is qualified and able to perform the duties of the least senior employee in his or her classification without training other than orientation;
- (c) if the employee cannot displace an employee in (b), the employee may displace an employee who has lesser bargaining unit seniority and who is the least senior employee in the lowest paying classification, if the employee originally subject to layoff is qualified and able to perform the duties of the least senior employee in a lower or identical pay classification without training other than orientation.
- (d) Lower Paying Classification

An employee who displaces an employee in a lower paying classification will be placed on the salary grid of the lower classification consistent with the level he would have achieved in a lower classification based on his service and experience with the Centre. Notwithstanding the above such placement on the grid will not take place until what would have been the end of the employee's notice period regardless of when she actually assumed the duties of her new position.

### 32.09 Recall

An employee shall have opportunity of recall from a lay-off to an available opening, in his or her former classification, or an equal or lower paying classification than the one from which the employee was originally laid off, in order of seniority, provided she has the qualifications and ability to perform the work, before such opening is filled on a regular basis under the job posting procedure. The posting procedure in the Collective Agreement shall not apply until the recall process has been completed. An employee who is recalled shall be credited with the seniority she had at the time of the layoff.

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

### 32.10 Length of Recall Period

An employee recalled to work in a different classification from which he was laid off, or an employee who has displaced an employee in a lower classification shall be entitled

to return to the position/classification he held prior to the layoff should it become vacant within twenty-four (24) months of the layoff provided the employee remains qualified and able to perform the duties of his former position.

#### 32.11 Notification of Recall Opportunities

The Centre shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Centre (which notification shall be deemed to be received on the fifth (5<sup>th</sup>) day following the date of mailing). The notification shall state the job to which the employee is being recalled and the date and time at which the employee shall report for work. The employee is solely responsible for her proper address being on record with the Centre.

#### 32.12 Full-time and Part-time Layoff and Recall Rights

Full-time and part-time layoff and recall rights shall be separate. No full-time employee shall be denied her recall rights by reason of her duties being assigned to one or more part-time employees.

#### 32.13 Layoff due to the assignment of Part-Time Staff

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

#### 32.14 Preference for Temporary Vacancies

Employees on the recall list shall be given preference for temporary vacancies.

#### 32.15 No New Bargaining Unit Employees

No new bargaining unit employees shall be hired until all of those on recall have been given the opportunity to return to work and have failed to do so, or have been found to be not qualified or unable to perform the work available.

#### 32.16 On the Job Training

Where there is an available opening which has not been filled in accordance with the article on (Posting And Filling of Vacancies Within The Centre), an employee who has either accepted a layoff or is under notice of layoff and is unable to displace any other employee will be given an opportunity for on-the-job retraining of up to six (6) months, subject to the staffing requirements of the Centre, if, with the benefit of such retraining, the employee could reasonably be expected to obtain the qualifications and/or ability to perform the work. Such opportunities will be provided in order of seniority. During the period of on-the-job retraining the recall period will continue to apply from the original date of layoff and will not be extended. If, following the period of on-the-job retraining, the employee has not obtained the qualifications and ability to perform the work, the employee will be returned to the recall list in accordance with Article 32.

### 32.17 Continuance of Insured Benefits

In the event of a layoff of an employee, the Centre shall pay its share of insured benefits premiums for the duration of the agreed upon notice period provided for in Article 32.

If an employee elects salary continuance as their method of severance payment, they will remain eligible for Extended Health, Dental, Pension and Group Life Insurance for the duration of the severance period.

An employee who remains on the recall list may continue to pay the full premium cost of a benefit or benefits up to six (6) months following the end of the month in which the layoff occurs, save and except for Short Term and Long Term Disability. Such payment shall be made through the payroll office of the Centre provided that the employee informs the Centre of her intent to do so at the time of layoff, and arranges with the Centre the appropriate payment schedule.

### 32.18 Separation Allowance

Where an employee resigns and his or her resignation takes effect within one (1) month after receiving a layoff notice, he or she shall be entitled to a separation allowance of two (2) weeks salary for each year of continuous service with the Centre to a maximum of twenty (20) weeks pay. On the production of original receipts from an approved educational program within twelve (12) months of resignation, the employee shall be reimbursed for tuition fees up to a maximum of three thousand dollars (\$3,000.00)

Where an employee resigns later than one (1) month after receiving a layoff notice he or she shall be entitled to a separation allowance of four (4) week's salary. On the production of original receipts from an approved educational program within twelve (12) months of resignation, the employee shall be reimbursed for tuition fees up to a maximum of one thousand, two hundred and fifty dollars (\$1,250.00)

## **ARTICLE 33 TECHNOLOGICAL CHANGE**

The Centre undertakes to notify the Union as far in advance as possible and in any event no less than four (4) months, of any technological changes which the Centre has decided to introduce which will significantly change the employment status of members of the bargaining unit.

The 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 effect, if any, on employees concerned.

Where new or greater skills are required than are already possessed by individual employees under the present methods of operation, such employees shall be given a period of training during which they may perfect or acquire the skills necessitated by the new method of operation.

The Centre will assume the cost of tuition and travel if required.

There shall be no reduction in wage or salary rates during the training of such employee. Training shall be given during the hours of work whenever possible and may extend for up to six (6) months.

### **ARTICLE 34 POSTING AND FILLING OF VACANCIES WITHIN THE CENTRE**

- 34.01 When a vacancy occurs in a bargaining unit position or a new position is created in the bargaining unit, it shall be advertised for at least ten (10) working days prior to the established closing date. Where practicable, notices of vacancies shall be posted either electronically or on bulletin boards and, upon request, shall be provided in large-sized print or braille where the posting location has the capacity to do so. The position posting shall state whether the position is a bargaining unit position.
- 34.02 The notice of vacancy shall state, where applicable, the nature and title of the position, salary, qualifications required, and the hours of work. Internal notice of vacancy shall also state the work location where the position currently exists, that the position is represented by the Union and the particular bargaining unit which contains the position.
- 34.03 Employees with an interest in applying for any vacancies shall be entitled to request from the employer the job position/description. On request, this shall be provided to the Employee within one working day.
- 34.04 a) Temporary assignments required for six months or less, the employer will assign qualified candidates. Temporary assignments longer than six months, the employer will abide by the provisions in article (Posting and Filling of Vacancies).
- b) Where an employee is assigned temporarily to perform the duties of a position in a classification with a higher salary, he or she shall be paid acting pay from that day in accordance with the next higher rate in the higher classification, providing he or she has performed the duties for the full day.
- c) Full time and part time employees filling temporary vacancies will retain their existing employment status.
- 34.05 The Employer agrees that it will give internal bargaining unit applicants primary consideration before considering external candidates.
- 34.06 Filling Posted Vacancies  
In filling posted vacancies the selection shall be made based on skill, ability, experience, and relevant qualifications of the applicants. Where these factors are relatively equal, bargaining unit seniority shall be the governing factor.
- 34.07 Where the duties of a position are modified to accommodate an employee with a disability, the position shall not be considered a vacancy for the purposes of this article.

#### 34.08 Promotion

Promotion occurs when the incumbent of a position is assigned to another position in a classification with a higher maximum salary than the class of his or her former position.

#### 34.09 Promotion to Higher Rated Classification

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

#### 34.10 Non-Bargaining Unit Assignment

An employee who is transferred to a position outside the bargaining unit for a period of greater than four (4) weeks and less than twelve (12) months or such longer period as the parties may agree upon shall retain but not accumulate seniority held at the time of transfer. In the event that the employee is returned to a position in the bargaining unit within this time period he shall be credited with the seniority held at the time of transfer and shall resume accumulation from the date of his return to the bargaining unit. Union dues will not be deducted for the period of time that an employee is outside the bargaining unit under this article.

34.11 An applicant who is invited to attend an interview during their regular scheduled hours shall be granted time off with no loss of pay and with no loss of credits to attend the interview, provided that the time off does not unduly interfere with operating requirements.

34.12 The Centre will forward to the Union President copies of all bargaining unit job postings and a list of the successful bargaining unit candidates on a monthly basis.

34.13 Where an employee is assigned to a vacancy in accordance with Article 18.13 (re-assignment of pregnant employee), the provisions of Article (Posting and Filling of Vacancies) shall have no application as long as this employee fills this position.

#### 34.14 Temporary and Posted Vacancies

(a) Employees in the bargaining unit selected to fill temporary vacancies will not be considered for other temporary positions while filling the temporary vacancy. Upon completion of the temporary vacancy, the bargaining unit employee will be returned to her former position.

(b) An employee selected as a result of a posted vacancy need not be considered for a further vacancy for a period of up to six (6) months from his date of selection.

(c) (b), above, does not apply where it would result in a change in status for the employee (e.g. part-time to full-time).

### 34.15 Development Opportunity

From time to time the job duties or scope of a bargaining unit position(s) may change in such a way as to represent a developmental opportunity, a specialization, or a broadening of duties for a limited number of employees within a department (or appropriate work unit), without increasing the complement of employees in the department.

When this occurs, the Centre shall post this opportunity in the form of an information notice in the relevant department(s) for a period of at least seven (7) calendar days. A copy of the posted notice will be sent to the Local President or designate within the aforementioned seven (7) calendar days. Employees wishing consideration for these opportunities must express their interest, in writing, within the seven (7) day period referenced herein.

The Centre shall consider employees for these opportunities on the basis of skill, ability, relevant qualifications and seniority. Notwithstanding the above, the final decision for selection will be at the discretion of the Centre and will not be done in an arbitrary, bad faith or discriminatory manner. If requested, the Centre will discuss with the unsuccessful applicant(s) the reasons why they were not chosen for the opportunity.

## **ARTICLE 35 HOURS OF WORK AND OVERTIME**

### 35.01 Hours of Work Full time employees

The normal hours of work for full-time employees shall consist of thirty-seven and a half (37 1/2) hours in a week. The normal shift shall be composed of seven and one-half (7 1/2) consecutive hours, exclusive of meal times.

Where the Centre and the Union agree, subject to the approval of the Ministry of Labour, other arrangements regarding hours of work may be entered into between parties on a local level with respect to shifts beyond the normal standard work day.

### 35.02 Rest Periods

Employees shall be entitled to relief periods during the shift on the basis of fifteen (15) minutes for each three-and-three-quarters (3 ¾) hour time period.

### 35.03 Overtime

- a) Overtime shall be defined as being all hours worked in excess of the normal or standard shift or performed on a scheduled day off or in excess of the normal or standard 75 hours in a bi-weekly pay period. The overtime rate shall be one-and-one-half (1 ½) times the regular straight time hourly rate of pay calculated to the nearest half-hour.
- b) In the assignment of overtime, the Centre agrees to develop methods of distributing overtime that are fair and equitable after having ensured that all its operational requirements are met. Straight time hours will be offered to Part-time and casual staff before full-time employees shall be offered overtime. Full-time employees shall be offered overtime prior to the offer of overtime to the part-time or casual employees.



- c) Overtime shall be paid for the pay period within which the overtime was actually worked.
- d) Full time employees who perform authorized overtime work, shall have the option to receive compensating leave of one and one-half (1 1/2) hours for each hour of overtime worked (rather than pay), at a time mutually agreed upon. Employees may accumulate a maximum of thirty-seven and a half (37 1/2) hours of lieu time.
- e) Compensating leave accumulated in a calendar year which is not used before March 31 of the following year, shall be paid at the rate it was earned. Compensating leave shall be paid out at the rate it was earned upon termination.

#### 35.04 Missed Meal and Rest Period Breaks

If an employee is authorized to work, during the meal or rest period break, he will be compensated at time and one-half (1 1/2) his regular straight time for all time worked in excess of his normal daily hours.

#### 35.05 Days Off - Full time employees

There shall be a minimum of two (2) consecutive days off which shall be referred to as scheduled days off except that days off may be non-consecutive if agreed upon between the employee, the Union and the Centre.

35.06 "Non-Working Day" means a day on which the employee is not scheduled to work to complete his or her regularly scheduled hours.

#### 35.07 Report Time

It is agreed that at the change of shifts authorized nursing staff and other authorized professions, requiring additional time to provide for patient report shall have that time considered to be part of the normal daily tour, for a period of up to fifteen (15) minutes duration. Should the reporting time extend beyond fifteen (15) minutes, however, the entire period shall be considered overtime for the purposes of overtime payment.

#### 35.08 Innovative/Flexible Scheduling

Flexible hours will be implemented only after mutual agreement is secured between the employee who wishes flexible hours of work and the Employer and provided that the flexible hours do not violate any portion of this collective agreement. The terms of the flex time arrangements shall be in writing and can be discontinued by either party with reasonable notice.

Existing flex time arrangements shall remain as presently constituted.

Either party may, on written notice of 4 (four) weeks to the other party, terminate this Agreement notwithstanding the above-specified term.

If conflict arises between two or more employees in the same classification making the same flex time request, seniority shall be the deciding factor.

## **ARTICLE 36 COMPENSATION**

### **36.01 New Classifications**

When a new classification in the bargaining unit is established by the Centre, or the Centre makes a substantial change in the job content of an existing classification, the Centre shall advise the Union of such new or substantially changed classification and the rate of pay which is established. If so requested within thirty (30) calendar days of such advice, the Centre agrees to meet the Union to permit the Union to make representations with respect to the appropriate rate of pay, providing any such meetings shall not delay the implementation of the new or substantially changed classification.

Where the Union challenges the rate established by the Centre and the matter is not resolved following the meeting with the Union, the matter may be referred to arbitration in accordance with the arbitration provisions contained in this Collective Agreement, it being understood that any arbitration board shall be limited to establishing an appropriate rate based upon the relationship existing among other classifications within the Centre and the duties and responsibilities involved. It is further understood and agreed that when determining the appropriate rate, primacy must be given to the relationship between job classifications covered by this Collective Agreement and that such relativity must be maintained. Each change in the rate established by the Centre either through meetings with the Union or by a Board of Arbitration shall be retroactive from the time at which the new or substantially changed classification was first filled.

NOTE: this clause does not apply to the current classifications created during these negotiations.

### **36.02 Experience Credit**

Claim for recent related experience, if any, shall be made in writing by the employee at the time of hiring on the application for employment or otherwise. The employee shall cooperate with the Centre by providing verification of previous experience. The Centre will credit the employee with an appropriate increment level on the salary grid such that a newly hired employee will not receive more than one grid increment for each year of recent relevant experience.

For the purpose of this clause, as it applies to part-time employees, part-time experience will be calculated on the basis of 1950 hours worked equalling one (1) year of experience. The Centre will credit the employee with an appropriate increment level on the salary grid.

### **36.03 Grid Progression (Full-Time Employees Only)**

Full-time employees will progress annually on the salary grid on their anniversary date.

### **36.04 Grid Progression (Part-Time Employees Only)**

Part-time employees will accumulate service for purposes of progression on the salary grid, on the basis of one (1) year of service for each 1950 hours worked. Notwithstanding this provision, the calculation of service for purposes of progression on the salary grid will include service accrued during a pregnancy leave or parental leave on the basis of seniority accrual during such leaves.

### 36.05 Pay Grades

The Employer shall pay salaries and wages as set out in Appendix "A", "B" "C" and "D" attached hereto and forming part of this Agreement.

## **ARTICLE 37 PREMIUM PAYMENTS / TRANSPORTATION / MEAL ALLOWANCE**

### 37.01 Shift Premium

- (a) **Effective January 1, 2016:** An employee shall receive a shift premium of \$1.35 per hour for all hours worked between 5:00pm and 7:00am.

**Effective April 1, 2016:** An employee shall receive a shift premium of \$1.50 per hour for all hours worked between 5:00pm and 7:00am.

- (b) Notwithstanding the above, where an employee's hours of work normally fall within the 7:00 am and 5:00 pm, the employee will not be entitled to receive a shift premium for hours worked between 5:00 pm and 7:00 am.

- (c) Shift premium will not be paid to an employee who for mutually agreed upon reasons, works a shift for which he or she would otherwise be entitled to a shift premium.

- (d) **Effective January 1, 2016:** The premium of one dollar and fifty-five cents per hour (\$1.55) shall be paid for all hours that commence on or after 2300 hours Friday and end on or before 2300 hours Sunday.

**Effective April 1, 2016:** The premium of one dollar and seventy cents per hour (\$1.70) shall be paid for all hours that commence on or after 2300 hours Friday and end on or before 2300 hours Sunday.

### 37.02 Meal Allowance

Where a permanent or contract employee who continues to work more than two hours of overtime immediately following his or her scheduled hours of work, shall be reimbursed for the cost of one (1) meal to six dollars (\$6.00) maximum, except where free meals are provided or where the employee is being compensated for meals on some other basis.

### 37.03 Call Back Pay

- a) An employee who leaves his place of work and is subsequently called back to work prior to the starting time of his next scheduled shift shall be paid a minimum of four (4) hours pay at one and one-half (1 ½) his hourly rate. Once on-site, should additional work be available in the employee's classification, the employee may be asked to perform such work.

- b) Where an employee who is called at home and does not physically return to work, all subsequent calls in the same four (4) hour period will be treated as one "call back" for pay purpose.

#### 37.04 On Call Duty

On call duty means a period of time that is not a regular working period, overtime period, or call back period, during which an employee is required to respond within a reasonable time to a request for recall to the workplace or the performance of other work as required. Where an employee is required to be on call, he shall be able to return to the workplace within a reasonable time and shall receive one dollar and fifty cents (\$1.50) per hour for all hours that he or she is required to be on-call.

#### 37.05 Responsibility Pay

a) Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying classification in or out of the bargaining unit, for one full shift or more, he shall be paid a premium equal to the greater of his next or last increment in his salary range for the duration of the assignment.

##### (b) Patient Care Facilitator Premium Payment

When a Registered Nurse is assigned to the Patient Care Facilitator role, they will receive a premium payment of \$1.25/hour for all hours worked.

##### (c) Lead-hand/In-charge Premium Payment

When an employee is assigned to a "Lead Hand" or "in-charge" role, they will receive a premium payment of \$0.70/hour for all hours worked.

#### 37.06 Time Off Between Shifts (Shift Schedules)

- (a) Shift schedules shall be posted at least four (4) weeks in advance.
- (b) Every reasonable effort shall be made to avoid scheduling the commencement of a shift within twelve (12) hours of the completion of the employee's previous shift. However, if an employee is required to work before twelve (12) hours have elapsed he or she shall be paid time-and-one-half (1 ½) for those hours that fall within the twelve (12) hour period.
- (c) Where an employee is scheduled off on a weekend prior to a holiday Monday, the employer will schedule such holiday Monday off. The exception to this will be master schedules.
- (d) There shall be no split shifts.

#### 37.07 Change of Schedule

- (a) Full-Time Employees  
Where an employee's schedule is changed by the Centre with less than 48 (forty-eight) hours notice, she shall receive time and one-half (1 ½) of her regular straight time rate for all hours worked on the next shift.

b) Shift Exchange

Once the schedule is posted, shift exchanges between employees within the same work area will be allowed providing that such a request is submitted in writing to the Employer for approval in advance of the exchange provided there is adequate coverage in the work area taking into consideration staffing numbers/staffing mix and unit acuity.

37.08 Reporting Pay

- a) Where any employee reports for work at his or her scheduled starting time and work is not available, he or she shall receive four (4) hours' pay at the applicable hourly rate.
- b) Article 37.08 (a) shall not apply where the employee has been notified, at least four (4) hours prior to his or her scheduled starting time, not to report for work.

37.09 No Pyramiding

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

37.10 Kilometric Rates

Employees using own vehicle to travel on Centre business shall be paid \$0.40 kilometre. No employee shall be required to transport a patient(s) in their own personal vehicle.

37.11 \$506 Annual Stipend for Masters prepared Registered Nurses.

**ARTICLE 38  
COMPRESSED WORK WEEK**

Where the Centre and the Union agree, subject to the approval of the Ministry of Labour, other arrangements regarding hours of work may be entered into between the parties with respect to tours beyond the normal or standard work day.

Compressed Work Week

The model agreement with respect to extended tour arrangements is set out below. The model agreement will be signed by the Centre and the Local Union President or designate.

38.01 Implementation

In the event of an indication by the Full time staff that they are interested in establishing a compressed work week, the Centre and Union will meet, prior to the vote, to determine the condition of such an arrangement.

Through a vote, fifty percent plus one (50% + 1) of the returned ballots from Full time staff in a distinct area must indicate by secret ballot their willingness to participate prior to a test period. The Union will be advised of the need for such a vote.

The test period will be for six (6) months after which the Full time staff will again indicate by fifty per cent plus one (50% + 1) by secret ballot, their desire to continue or discontinue a compressed work week.

Any infractions which result in a disciplinary suspension shall be administered according to a 7.5 hour work day and the Centre shall have the right to adjust the employee's schedule accordingly if necessary.

MODEL AGREEMENT WITH RESPECT TO EXTENDED  
TOUR/ COMPRESSED WORK WEEK ARRANGEMENTS  
IS SET OUT BELOW:

MEMORANDUM OF AGREEMENT

Between:

Ontario Shores Centre for Mental Health Sciences

And:

The Ontario Public Service Employees Union  
Local 331

1 - Work Area and Employees Covered

Detailed and specific description of work areas and employees covered.

2- Hours of Work

2.1 The normal or standard extended work day shall be 11.25 hours contained in 12 hours and possibly 7.5 contained in 8 hours.

2.2 The total hours per week will be 37.5 hours averaged over a six week schedule (225 hours/six weeks).

3 – Rest and Meal Breaks (12 hour shifts)

Break and Meal times will be scheduled as follows:

- A 15 (fifteen) minute break for every 3.75 hours of work.
- A 45 (forty-five) minute mealtime break.

4 - Overtime

4.1 Overtime shall be defined as being all hours worked in excess of the normal or standard extended work day, as set out in Item 2 of this Appendix, or in excess of the normal or standard work week as set out in Article 35 of this Collective Agreement.

For purposes of overtime, the hours of work per week shall be averaged over a six (6)-week time schedule.

5 - Holiday Payment – full time employees only

- 5.1 Holiday pay will be computed on the basis of the employees regular straight time hourly rate of pay times the number of hours for a normal or standard extended work day as set out in Item 2 of this agreement shall be compensated as identified in Article 19 (Paid Holidays) of this Collective Agreement.
- 5.2 When a holiday included under Article 19 (Paid Holidays) of the Collective Agreement coincides with an employee's scheduled day off and he or she does not work on that day, the employee shall be entitled to bank this day as compensating leave in lieu of the holiday, the number of hours for a normal or standard extended work day as set out in Item 2 of this agreement.

6 - Short Term Sickness Plan and Vacation Credits

- 6.1 The short-term sick plan will provide payment as per Article 25. An employee who is sick while working on the compressed work week shall receive full pay for all hours scheduled during the times that Centre is directly responsible for payment and their sick credits shall be reduced accordingly. In order to receive full pay an employee must have the sick credits as per Article 25.
- 6.2 For the purposes of any attendance review programs these days shall not be pro-rated.

7 - Term

- 7.1 This Agreement shall be in force as per the terms and conditions of the Collective Agreement it is contained within.
- 7.2 Either party may, on written notice of 18 (eighteen) weeks to the other party, terminate this Agreement notwithstanding the above-specified term.

DATED THIS            DAY            OF            , (YEAR)

For The Ontario Public  
Service Employees Union

For the Employer

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## **ARTICLE 39 GENERAL**

### 39.01 Printing of Collective Agreement

The parties shall share equally the cost of printing the Collective Agreement, and distribute sufficient copies to the employees. Both the Centre's and OPSEU's logo will appear prominently.

### 39.02 Uniform Allowance

Where uniforms are required, the Centre shall supply and launder uniforms.

### 39.03 Lockers and Lunchroom facilities

Lockers will be provided for employees where required. The Employer will provide reasonable lunchroom space for staff.

### 39.04 The Centre will supply tools and equipment for all facilities staff.

## **ARTICLE 40 PART-TIME EMPLOYEES**

### 40.01 All Articles of this Collective Agreement apply to part-time employees save and except:

Article 19 – Statutory Holidays  
Article 25 – Sick leave/LTD  
Article 27 – Vacation  
Article 28 – Self Funded Leave  
Article 29 – Benefits (except EAP)  
Letter of Understanding #2 – Job Share  
Letter of Understanding #3 – Regular Part Time  
Letter of Understanding #4 – Military Service

### 40.02 In addition, part-time employees receive an hourly wage as set-out in this agreement and, in lieu of all fringe benefits (being those benefits to an employee paid in-whole or in-part by the Centre, as part of direct compensation or otherwise, including holiday pay, save and except salary, vacation pay, standby pay, call back pay, responsibility pay, jury and witness duty, bereavement, maternity and parental supplemental unemployment benefits) an amount equal to 14% (fourteen percent) of his regular straight time hourly rate for all straight time hours paid. For part-time employees who are members of the Centre's pension plan the percentage in lieu of fringe benefits is 12% (twelve percent).

### 40.03 Part-time employees will be eligible for 4% (four percent) vacation pay.

### 40.04 Part-time employees will be paid 1 ½ time for working a statutory holiday.

## **ARTICLE 41 MODIFIED WORK**

All injured workers shall be treated in accordance with the Workplace Safety and Insurance Act, The Ontario Human Rights Code, the Collective Agreement and other applicable legislation.

The Employer, in consultation with the employee (and the Union where requested by the employee) will provide fair and equitable practices to accommodate employees who are ill, injured or permanently disabled. The union will be provided notice of any scheduled return to work meeting.

To facilitate these programs, it is understood and agreed that provisions of the Collective Agreement may, where agreed, be varied.

## **ARTICLE 42 LEAVES OF ABSENCE**

### 42.01 Leave without pay

Written requests for leaves without pay for periods of no less than one (1) calendar day, and without accumulation of credits, will be considered on an individual basis by the employee's department or program head or designate. Such requests shall be submitted as far in advance as possible and a written reply will be given within fifteen (15) calendar days.

### 42.02 Leave for Pension Trustees

Union Trustees of the OPSEU Pension Plan or HOOPP shall be granted leave of absence without pay and without loss of credits to attend trustee and committee meetings. Leave of absence under this article shall include reasonable travel time.

The Union will advise the Centre of the names and work site of such employees, immediately following their appointment to the Board of Trustees of the OPSEU Pension Plan or to the Board of Trustees of HOOPP.

### 42.03 Educational Leave

a) Where the Centre directs the employee to take an educational course to upgrade or acquire new employment qualifications such employees shall not lose regular pay and shall have no loss of seniority and benefits because of necessary absence from work due to participation in such a course. The Centre shall pay the registration and/or tuition costs associated with the course.

Where the Centre directs the employee to take an educational course, a leave of absence of up to one (1) day shall be granted to allow employees to write exams. Employees shall advise the Centre four (4) weeks in advance in writing of the time, place and approximate duration of the exam for which time off is being requested.

Should the employee not attend or not successfully complete the course, the employee will reimburse the employer all associated costs.

b) Continuing Education

The Centre will make every reasonable effort to grant requests for necessary changes to an employee's schedule to enable attendance at a recognized upgrading course or seminar related to employment with the Centre.

42.04 Professional College Leave

An employee shall be entitled to leave of absence of no more than one (1) day without loss of earnings, seniority and benefits from his or her regularly scheduled working hours for the purpose of writing re-certification examinations set by any Professional College according to its Quality Assurance Program.

42.05 Military Leave

The Centre will grant an indefinite Leave of Absence without pay for any employee for the purpose of deployment in the Canadian Forces Reserve after the employee has completed six (6) months employment with the Centre.

**ARTICLE 43**

**CONTRACTING OUT**

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

**Article 44**

**DURATION**

This Agreement shall be binding and shall remain in effect from **April 1, 2014 – March 31, 2017** and shall continue in force from year-to-year thereafter unless notice of intention to revise or terminate the agreement is given in writing by either party to the other party within the period of 90 (ninety) days and 30 (thirty) days prior to the expiry of this agreement.

Signed at Whitby, Ontario this \_\_\_ day of \_\_\_\_\_

For OPSEU

For Ontario Shores Centre for Mental Health  
Sciences

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**Letter of Understanding #1**

**Re: Mandatory Training Committee  
Between  
OPSEU 331 and the Centre**

The parties agree to establish a Mandatory Training Committee to discuss all issues and processes relevant to the implementation of all mandatory education. The committee shall commence upon ratification of this agreement and shall consist of two (2) Employer representatives and two (2) Union representatives.

Signed at Whitby, Ontario this \_\_\_ day of \_\_\_\_\_

For OPSEU

For Ontario Shores Centre for Mental Health  
Sciences

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**Letter of Understanding #2**

**Re: Job Sharing  
Between  
OPSEU 331 and the Centre**

Job sharing is defined as a permanent position whereby two full time employees in the same classification, share the hours of work of one full-time position on a 50/50 basis. The shared position shall continue to be identified as a full time position.

Job sharing can occur where there is agreement between the employees who wish to job share, the Union, and the Employer. The Employer or employees may discontinue the job sharing arrangement with ninety (90) days notice. Upon receipt of such notice a meeting will be held between the parties to discuss the discontinuance.

The employees in a job sharing arrangement shall be accorded the working conditions and employee benefits contained within this Collective Agreement on a pro-rated basis in accordance with the employee's hour of work. Any vacancies resulting from a job sharing occurrence will be posted and filled on a permanent basis as per Article 34(Posting and Filling of Vacancies Within The Centre).

If one partner for any reason decides to leave the job sharing arrangement, the remaining partner will be given the opportunity to assume the position on a full-time basis. If the remaining partner does not wish this opportunity the position shall be posted and advertised as a job sharing vacancy. Failing successful filling of the job sharing position the remaining partner has a final opportunity to assume the position on a full-time basis. If the remaining partner still does not wish this opportunity, the position shall be posted as a full-time position and the incumbent will be subject to the Layoff and Recall Provisions of this agreement.

Employees presently covered by a job sharing arrangement shall be subject to its terms and conditions until such job sharing arrangement is discontinued.

Signed at Whitby, Ontario this \_\_\_ day of \_\_\_\_\_

For OPSEU

For Ontario Shores Centre for Mental Health  
Sciences

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**Letter of Understanding #3**

**Re: Regular Part-time Employees  
Between OPSEU 331 and the Centre**

As of the date of ratification of this agreement, the classification of regular part-time (RPT) shall cease to exist and all incumbents shall be grandparented with applicable rates of pay, salary and benefits as set out below:

All articles of this Collective Agreement that apply to Full Time employees shall also apply to Regular Part Time employees. Benefits and credits that are employee entitlements shall be pro-rated. The following entitlements shall not be pro-rated: Leave Without Pay, Self Funded Leave, Emergency Leave, Bereavement Leave, Compassionate Care Leave, Pension Trust Leave, Professional College Leave, Jury/Witness Duty, Military Leave, Workplace Safety Insurance, Holidays, Parental Leave, Maternity Leave.

Regular part time employee working hours shall not be reduced, save and except those Regular part-time employees who currently work an eight-hour day can be reduced to the standard work day as defined in Article 35. Regular part time employees shall have the same right to purchase supplementary and dependent life insurance as full time employees.

Notwithstanding the above, all regular part time employees shall be entitled to the provisions as described in Article 19.

**Regular Part Time Over-time**

Any hours worked on "non-working days" or extension beyond the scheduled working day shall be considered overtime and shall be paid at the rate of one and one half (1 1/2) the regular part time employee's straight hourly rate.

The parties agree to meet within thirty (30) days of ratification to finalize a list of all regular part time employees and their entitlements.

Signed at Whitby, Ontario this \_\_\_ day of \_\_\_\_\_

For OPSEU

For Ontario Shores Centre for Mental Health  
Sciences

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**Letter of Understanding #4**

**Re: Military Service Leave  
Between  
OPSEU and the Centre**

The parties agree that any employee prior to ratification of this agreement that was granted leave of absence with pay for not more than one week for military service leave shall continue to be granted such leave. Further leave of not more than one week without pay in a fiscal year may be granted to an employee for the purpose of Canadian Forces Reserve Training.

Signed at Whitby, Ontario this \_\_\_ day of \_\_\_\_\_

For OPSEU

For Ontario Shores Centre for Mental Health  
Sciences

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**Letter of Understanding #5**

**Re: Job Description Request  
Between  
OPSEU and the Centre**

Upon written request to Human Resources, an employee in the bargaining unit shall be provided with a copy of his or her current position description and other documents as mutually agreed to. This information shall be provided within 5 working days of the request. Upon written request of the Union, the position description of any classification covered by this Collective Agreement shall be provided to the Union within 5 working days.

Signed at Whitby, Ontario this \_\_\_ day of \_\_\_\_\_

For OPSEU

For Ontario Shores Centre for Mental Health  
Sciences

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**Letter of Understanding #6**

**Re: Pension Bridging  
Between  
OPSEU and the Centre**

Subject to the terms and conditions of OPSEU Pension Trust and Canada Revenue Agency, the parties agree to investigate the feasibility of providing a pension bridging opportunity for eligible bargaining unit members, provided the result incurs no cost for the employer.

Signed at Whitby, Ontario this \_\_\_ day of \_\_\_\_\_

For OPSEU

For Ontario Shores Centre for Mental Health  
Sciences

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**Letter of Understanding #8**

**Re: New Classification System Implementation  
Between  
OPSEU 331 and the Centre**

On a one time basis, the employer had agreed that it would review submissions from any employee who was at the Centre at the time of the ratification of the first collective agreement who had concerns about the new classification system as it potentially applied to their individual job assignment. In this regard, when assigning an employee to perform tasks that he or she is not familiar with, the supervisor/manager will endeavor not to assign employees who have indicated that they prefer not to perform the tasks in question, provided it is operationally feasible to do so. It is further agreed that such an individual will be provided with training to ensure that they will become familiar with the necessary responsibilities.

It is understood that where such a request has been made in the past and arrangements have been made for such staff, those arrangements shall be maintained unless the parties to that arrangement agree otherwise.

Signed at Whitby, Ontario this \_\_\_ day of \_\_\_\_\_

For OPSEU

For Ontario Shores Centre for Mental Health  
Sciences

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**Letter of Understanding #10**

**re: Scheduling Sub Committee  
Between  
OPSEU 331 and the Centre**

The parties agree to establish a sub committee of the LMC (2 members from OPSEU and 2 members of management) that will meet and discuss scheduling issues on a quarterly basis

Signed at Whitby, Ontario this \_\_\_ day of \_\_\_\_\_

For OPSEU

For Ontario Shores Centre for Mental Health  
Sciences

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**Appendix A – Wage Scale (Effective April 1, 2014)**

<b>STEP TABLE effective April 1,2014 (1.4% inflation)</b>										
<b>BARGAINING UNIT</b>	<b>Classification</b>	<b>Grade</b>	<b>Step Progression</b>							
			<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
CLERICAL/SERVICE/MTCE	PURCHASING OFFICER	WOP5260	27.97	28.82	29.67	30.57	31.53	32.45	-	-
CLERICAL/SERVICE/MTCE	PEER SUPPORT SPECIALIST	WOP5250	27.18	27.87	28.90	29.79	30.63	31.53	-	-
CLERICAL/SERVICE/MTCE	COMMUNICATIONS TECHNICIAN	WOP5270	28.71	29.65	30.65	31.67	32.74	33.70	-	-
CLERICAL/SERVICE/MTCE	MOTOR VEHICLE OPERATOR	WOP5410	22.64	23.11	23.78	-	-	-	-	-
CLERICAL/SERVICE/MTCE	ENVIROMENTAL SUPPORT	WOP5610	22.07	22.49	23.15	-	-	-	-	-
CLERICAL/SERVICE/MTCE	MAINTENANCE GENERALIST	WOP5420	25.10	25.57	26.18	26.96	-	-	-	-
CLERICAL/SERVICE/MTCE	TRADESPERSON	WOP5430	27.19	27.82	28.64	-	-	-	-	-
CLERICAL/SERVICE/MTCE	PATIENT CARE ATTENDANT	WOP5630	22.67	23.12	23.78	-	-	-	-	-
CLERICAL/SERVICE/MTCE	COOK	WOP5640	22.96	23.36	24.04	-	-	-	-	-
CLERICAL/SERVICE/MTCE	DIETARY AIDES	WOP5620	22.24	22.50	23.15	-	-	-	-	-
CLERICAL/SERVICE/MTCE	HAIRDRESSER	WOP5650	25.44	25.85	26.61	-	-	-	-	-
CLERICAL/SERVICE/MTCE	MATERIALS MANAGEMENT CLERK	WOP5220	22.22	22.67	23.11	23.78	-	-	-	-
CLERICAL/SERVICE/MTCE	DIET TECHNICIAN	WOP5660	25.24	25.94	26.66	27.40	28.15	28.99	-	-
CLERICAL/SERVICE/MTCE	OFFICE OPERATOR	WOP5670	29.03	29.83	30.66	31.53	32.43	33.39	-	-

<b>BARGAINING UNIT</b>	<b>Classification</b>	<b>Grade</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
CLERICAL/SERVICE/MTCE	CLERK 1	WOP5210	21.23	21.65	22.11	22.58	23.09	23.76	-	-
CLERICAL/SERVICE/MTCE	CLERK 2	WOP5230	22.24	22.69	23.14	23.68	24.17	24.88	-	-
CLERICAL/SERVICE/MTCE	SECRETARY	WOP5240	23.92	24.41	24.96	25.53	26.12	26.88	-	-
CLERICAL/SERVICE/MTCE	RECREATION ASSISTANT	WOP5630	22.67	23.12	23.78	-	-	-	-	-
PARAMEDICAL/PROFESSIONAL	CASE WORKER	WOP3110	30.31	31.66	33.06	34.53	36.06	37.14	-	-
PARAMEDICAL/PROFESSIONAL	LIBRARIAN	WOP3510	33.10	33.98	34.94	35.88	36.89	37.99	-	-
PARAMEDICAL/PROFESSIONAL	OCCUPATIONAL THERAPIST	WOP3520	35.31	36.51	37.69	38.88	40.05	-	-	-
PARAMEDICAL/PROFESSIONAL	DENTAL ASSISTANT	WOP3010	24.23	24.76	25.29	26.04	-	-	-	-
PARAMEDICAL/PROFESSIONAL	REHABILITATION THERAPIST	WOP3120	30.65	31.91	33.21	34.60	36.06	37.14	-	-
PARAMEDICAL/PROFESSIONAL	PSYCHOMETRIST	WOP3140	33.58	35.27	37.05	39.02	41.10	42.34	-	-
PARAMEDICAL/PROFESSIONAL	PSYCHOLOGIST	WOP3540	45.99	48.14	50.98	53.85	56.65	58.35	-	-
PARAMEDICAL/PROFESSIONAL	CHILD AND YOUTH COUNSELLOR 2	WOP3060	28.30	28.86	29.44	30.07	30.97	-	-	-
PARAMEDICAL/PROFESSIONAL	CHILD AND YOUTH COUNSELLOR 3	WOP3100	30.44	31.13	31.84	32.80	-	-	-	-
PARAMEDICAL/PROFESSIONAL	SOCIAL WORKER	WOP3530	34.38	35.38	36.47	37.53	38.68	39.90	41.11	42.34
PARAMEDICAL/PROFESSIONAL	VOCATIONAL COUNSELLOR	WOP3080	28.21	29.11	30.00	30.88	31.84	32.80	-	-
PARAMEDICAL/PROFESSIONAL	E.E.G. TECHNICIAN	WOP3020	26.54	27.25	28.02	28.86	-	-	-	-

<b>BARGAINING UNIT</b>	<b>Classification</b>	<b>Grade</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
PARAMEDICAL/PROFESSIONAL	X-RAY TECHNOLOGIST	WOP3130	33.33	34.64	36.02	37.45	38.93	40.10	-	-
PARAMEDICAL/PROFESSIONAL	REGISTERED PRACTICAL NURSE	WOP3050	28.07	28.65	29.07	29.94	-	-	-	-
PARAMEDICAL/PROFESSIONAL	VOCATIONAL INSTRUCTOR	WOP3040	27.42	27.99	28.41	29.25	-	-	-	-
PARAMEDICAL/PROFESSIONAL	INSTRUCTOR 4 (OCCUPATIONAL)	WOP3090	28.68	29.41	30.22	31.01	31.84	32.80	-	-
PARAMEDICAL/PROFESSIONAL	THERAPEUTIC RECREATIONIST	WOP3070	28.90	30.02	30.97	31.91	-	-	-	-
PARAMEDICAL/PROFESSIONAL	PHARMACY TECHNICIAN	WOP3030	25.44	26.10	26.76	27.45	28.27	29.12	-	-
REGISTERED NURSE	REGISTERED NURSE 2	WOP1000	31.67	32.23	33.11	34.06	34.83	36.68	38.56	42.82
REGISTERED NURSE	REGISTERED NURSE 3	WOP1010	32.96	33.90	34.80	35.70	36.60	37.64	38.77	42.82
REGISTERED NURSE	CLINIC NURSE	WOP1020	36.62	37.65	38.60	39.53	40.47	41.58	42.82	-

**Appendix B – Wage Scale (Effective April 1, 2015)**

<b>STEP TABLE effective April 1,2015 (1.4% inflation)</b>										
<b>BARGAINING UNIT</b>	<b>Classification</b>	<b>Grade</b>	<b>Step Progression</b>							
			<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
CLERICAL/SERVICE/MTCE	PURCHASING OFFICER	WOP5260	28.36	29.23	30.09	30.99	31.97	32.91	-	-
CLERICAL/SERVICE/MTCE	PEER SUPPORT SPECIALIST	WOP5250	27.56	28.26	29.31	30.20	31.06	31.97	-	-
CLERICAL/SERVICE/MTCE	COMMUNICATIONS TECHNICIAN	WOP5270	29.11	30.07	31.08	32.12	33.20	34.17	-	-
CLERICAL/SERVICE/MTCE	MOTOR VEHICLE OPERATOR	WOP5410	22.95	23.44	24.12	-	-	-	-	-
CLERICAL/SERVICE/MTCE	ENVIROMENTAL SUPPORT	WOP5610	22.38	22.80	23.48	-	-	-	-	-
CLERICAL/SERVICE/MTCE	MAINTENANCE GENERALIST	WOP5420	25.45	25.93	26.54	27.33	-	-	-	-
CLERICAL/SERVICE/MTCE	TRADESPERSON	WOP5430	27.57	28.21	29.04	-	-	-	-	-
CLERICAL/SERVICE/MTCE	PATIENT CARE ATTENDANT	WOP5630	22.99	23.45	24.12	-	-	-	-	-
CLERICAL/SERVICE/MTCE	COOK	WOP5640	23.28	23.68	24.37	-	-	-	-	-
CLERICAL/SERVICE/MTCE	DIETARY AIDES	WOP5620	22.55	22.81	23.48	-	-	-	-	-
CLERICAL/SERVICE/MTCE	HAIRDRESSER	WOP5650	25.79	26.21	26.98	-	-	-	-	-
CLERICAL/SERVICE/MTCE	MATERIALS MANAGEMENT CLERK	WOP5220	22.53	22.99	23.44	24.12	-	-	-	-
CLERICAL/SERVICE/MTCE	DIET TECHNICIAN	WOP5660	25.60	26.31	27.04	27.79	28.55	29.39	-	-
CLERICAL/SERVICE/MTCE	OFFICE OPERATOR	WOP5670	29.43	30.24	31.09	31.97	32.89	33.85	-	-



<b>BARGAINING UNIT</b>	<b>Classification</b>	<b>Grade</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
CLERICAL/SERVICE/MTCE	CLERK 1	WOP5210	21.53	21.96	22.42	22.89	23.42	24.10	-	-
CLERICAL/SERVICE/MTCE	CLERK 2	WOP5230	22.55	23.01	23.47	24.01	24.51	25.23	-	-
CLERICAL/SERVICE/MTCE	SECRETARY	WOP5240	24.25	24.75	25.31	25.88	26.48	27.25	-	-
CLERICAL/SERVICE/MTCE	RECREATION ASSISTANT	WOP5630	22.99	23.45	24.12	-	-	-	-	-
PARAMEDICAL/PROFESSIONAL	CASE WORKER	WOP3110	30.74	32.11	33.52	35.02	36.57	37.66	-	-
PARAMEDICAL/PROFESSIONAL	LIBRARIAN	WOP3510	33.57	34.46	35.43	36.38	37.41	38.52	-	-
PARAMEDICAL/PROFESSIONAL	OCCUPATIONAL THERAPIST	WOP3520	35.81	37.02	38.21	39.43	40.61	-	-	-
PARAMEDICAL/PROFESSIONAL	DENTAL ASSISTANT	WOP3010	24.57	25.10	25.65	26.41	-	-	-	-
PARAMEDICAL/PROFESSIONAL	REHABILITATION THERAPIST	WOP3120	31.08	32.35	33.68	35.09	36.57	37.66	-	-
PARAMEDICAL/PROFESSIONAL	PSYCHOMETRIST	WOP3140	34.05	35.77	37.56	39.57	41.68	42.93	-	-
PARAMEDICAL/PROFESSIONAL	PSYCHOLOGIST	WOP3540	46.63	48.81	51.69	54.60	57.44	59.17	-	-
PARAMEDICAL/PROFESSIONAL	CHILD AND YOUTH COUNSELLOR 2	WOP3060	28.69	29.27	29.85	30.49	31.41	-	-	-
PARAMEDICAL/PROFESSIONAL	CHILD AND YOUTH COUNSELLOR 3	WOP3100	30.86	31.57	32.29	33.26	-	-	-	-
PARAMEDICAL/PROFESSIONAL	SOCIAL WORKER	WOP3530	34.86	35.88	36.98	38.06	39.22	40.45	41.69	42.93
PARAMEDICAL/PROFESSIONAL	VOCATIONAL COUNSELLOR	WOP3080	28.61	29.51	30.42	31.31	32.29	33.26	-	-
PARAMEDICAL/PROFESSIONAL	E.E.G. TECHNICIAN	WOP3020	26.91	27.63	28.41	29.27	-	-	-	-

<b>BARGAINING UNIT</b>	<b>Classification</b>	<b>Grade</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
PARAMEDICAL/PROFESSIONAL	X-RAY TECHNOLOGIST	WOP3130	33.79	35.13	36.53	37.98	39.48	40.66	-	-
PARAMEDICAL/PROFESSIONAL	REGISTERED PRACTICAL NURSE	WOP3050	28.47	29.05	29.47	30.36	-	-	-	-
PARAMEDICAL/PROFESSIONAL	VOCATIONAL INSTRUCTOR	WOP3040	27.81	28.38	28.80	29.66	-	-	-	-
PARAMEDICAL/PROFESSIONAL	INSTRUCTOR 4 (OCCUPATIONAL)	WOP3090	29.08	29.82	30.65	31.45	32.29	33.26	-	-
PARAMEDICAL/PROFESSIONAL	THERAPEUTIC RECREATIONIST	WOP3070	29.31	30.44	31.41	32.35	-	-	-	-
PARAMEDICAL/PROFESSIONAL	PHARMACY TECHNICIAN	WOP3030	25.79	26.46	27.14	27.84	28.66	29.52	-	-
REGISTERED NURSE	REGISTERED NURSE 2	WOP1000	32.12	32.68	33.58	34.53	35.31	37.19	39.10	43.42
REGISTERED NURSE	REGISTERED NURSE 3	WOP1010	33.42	34.38	35.28	36.20	37.11	38.17	39.31	43.42
REGISTERED NURSE	CLINIC NURSE	WOP1020	37.13	38.18	39.14	40.08	41.04	42.16	43.42	-

**Appendix C – Wage Scale (Effective May 4, 2015)**

<b>STEP TABLE effective May 4,2015 (Social Worker Adjustment effective May 4, 2015)</b>										
<b>BARGAINING UNIT</b>	<b>Classification</b>	<b>Grade</b>	<b>Step Progression</b>							
			<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
CLERICAL/SERVICE/MTCE	PURCHASING OFFICER	WOP5260	28.36	29.23	30.09	30.99	31.97	32.91	-	-
CLERICAL/SERVICE/MTCE	PEER SUPPORT SPECIALIST	WOP5250	27.56	28.26	29.31	30.20	31.06	31.97	-	-
CLERICAL/SERVICE/MTCE	COMMUNICATIONS TECHNICIAN	WOP5270	29.11	30.07	31.08	32.12	33.20	34.17	-	-
CLERICAL/SERVICE/MTCE	MOTOR VEHICLE OPERATOR	WOP5410	22.95	23.44	24.12	-	-	-	-	-
CLERICAL/SERVICE/MTCE	ENVIROMENTAL SUPPORT	WOP5610	22.38	22.80	23.48	-	-	-	-	-
CLERICAL/SERVICE/MTCE	MAINTENANCE GENERALIST	WOP5420	25.45	25.93	26.54	27.33	-	-	-	-
CLERICAL/SERVICE/MTCE	TRADESPERSON	WOP5430	27.57	28.21	29.04	-	-	-	-	-
CLERICAL/SERVICE/MTCE	PATIENT CARE ATTENDANT	WOP5630	22.99	23.45	24.12	-	-	-	-	-
CLERICAL/SERVICE/MTCE	COOK	WOP5640	23.28	23.68	24.37	-	-	-	-	-
CLERICAL/SERVICE/MTCE	DIETARY AIDES	WOP5620	22.55	22.81	23.48	-	-	-	-	-
CLERICAL/SERVICE/MTCE	HAIRDRESSER	WOP5650	25.79	26.21	26.98	-	-	-	-	-
CLERICAL/SERVICE/MTCE	MATERIALS MANAGEMENT CLERK	WOP5220	22.53	22.99	23.44	24.12	-	-	-	-
CLERICAL/SERVICE/MTCE	DIET TECHNICIAN	WOP5660	25.60	26.31	27.04	27.79	28.55	29.39	-	-
CLERICAL/SERVICE/MTCE	OFFICE OPERATOR	WOP5670	29.43	30.24	31.09	31.97	32.89	33.85	-	-

<b>BARGAINING UNIT</b>	<b>Classification</b>	<b>Grade</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
CLERICAL/SERVICE/MTCE	CLERK 1	WOP5210	21.53	21.96	22.42	22.89	23.42	24.10	-	-
CLERICAL/SERVICE/MTCE	CLERK 2	WOP5230	22.55	23.01	23.47	24.01	24.51	25.23	-	-
CLERICAL/SERVICE/MTCE	SECRETARY	WOP5240	24.25	24.75	25.31	25.88	26.48	27.25	-	-
CLERICAL/SERVICE/MTCE	RECREATION ASSISTANT	WOP5630	22.99	23.45	24.12	-	-	-	-	-
PARAMEDICAL/PROFESSIONAL	CASE WORKER	WOP3110	30.74	32.11	33.52	35.02	36.57	37.66	-	-
PARAMEDICAL/PROFESSIONAL	LIBRARIAN	WOP3510	33.57	34.46	35.43	36.38	37.41	38.52	-	-
PARAMEDICAL/PROFESSIONAL	OCCUPATIONAL THERAPIST	WOP3520	35.81	37.02	38.21	39.43	40.61	-	-	-
PARAMEDICAL/PROFESSIONAL	DENTAL ASSISTANT	WOP3010	24.57	25.10	25.65	26.41	-	-	-	-
PARAMEDICAL/PROFESSIONAL	REHABILITATION THERAPIST	WOP3120	31.08	32.35	33.68	35.09	36.57	37.66	-	-
PARAMEDICAL/PROFESSIONAL	PSYCHOMETRIST	WOP3140	34.05	35.77	37.56	39.57	41.68	42.93	-	-
PARAMEDICAL/PROFESSIONAL	PSYCHOLOGIST	WOP3540	46.63	48.81	51.69	54.60	57.44	59.17	-	-
PARAMEDICAL/PROFESSIONAL	CHILD AND YOUTH COUNSELLOR 2	WOP3060	28.69	29.27	29.85	30.49	31.41	-	-	-
PARAMEDICAL/PROFESSIONAL	CHILD AND YOUTH COUNSELLOR 3	WOP3100	30.86	31.57	32.29	33.26	-	-	-	-
PARAMEDICAL/PROFESSIONAL	SOCIAL WORKER	WOP3530	34.86	35.88	36.98	38.06	39.22	40.45	41.69	43.36
PARAMEDICAL/PROFESSIONAL	VOCATIONAL COUNSELLOR	WOP3080	28.61	29.51	30.42	31.31	32.29	33.26	-	-
PARAMEDICAL/PROFESSIONAL	E.E.G. TECHNICIAN	WOP3020	26.91	27.63	28.41	29.27	-	-	-	-

<b>BARGAINING UNIT</b>	<b>Classification</b>	<b>Grade</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
PARAMEDICAL/PROFESSIONAL	X-RAY TECHNOLOGIST	WOP3130	33.79	35.13	36.53	37.98	39.48	40.66	-	-
PARAMEDICAL/PROFESSIONAL	REGISTERED PRACTICAL NURSE	WOP3050	28.47	29.05	29.47	30.36	-	-	-	-
PARAMEDICAL/PROFESSIONAL	VOCATIONAL INSTRUCTOR	WOP3040	27.81	28.38	28.80	29.66	-	-	-	-
PARAMEDICAL/PROFESSIONAL	INSTRUCTOR 4 (OCCUPATIONAL)	WOP3090	29.08	29.82	30.65	31.45	32.29	33.26	-	-
PARAMEDICAL/PROFESSIONAL	THERAPEUTIC RECREATIONIST	WOP3070	29.31	30.44	31.41	32.35	-	-	-	-
PARAMEDICAL/PROFESSIONAL	PHARMACY TECHNICIAN	WOP3030	25.79	26.46	27.14	27.84	28.66	29.52	-	-
REGISTERED NURSE	REGISTERED NURSE 2	WOP1000	32.12	32.68	33.58	34.53	35.31	37.19	39.10	43.42
REGISTERED NURSE	REGISTERED NURSE 3	WOP1010	33.42	34.38	35.28	36.20	37.11	38.17	39.31	43.42
REGISTERED NURSE	CLINIC NURSE	WOP1020	37.13	38.18	39.14	40.08	41.04	42.16	43.42	-

**Appendix D – Wage Scale (Effective April 1, 2016)**

<b>STEP TABLE effective April 1,2016 (1.4% inflation)</b>										
<b>BARGAINING UNIT</b>	<b>Classification</b>	<b>Grade</b>	<b>Step Progression</b>							
			<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
CLERICAL/SERVICE/MTCE	PURCHASING OFFICER	WOP5260	28.76	29.64	30.51	31.43	32.42	33.37	-	-
CLERICAL/SERVICE/MTCE	PEER SUPPORT SPECIALIST	WOP5250	27.95	28.66	29.72	30.63	31.49	32.42	-	-
CLERICAL/SERVICE/MTCE	COMMUNICATIONS TECHNICIAN	WOP5270	29.52	30.49	31.51	32.57	33.66	34.65	-	-
CLERICAL/SERVICE/MTCE	MOTOR VEHICLE OPERATOR	WOP5410	23.28	23.77	24.45	-	-	-	-	-
CLERICAL/SERVICE/MTCE	ENVIROMENTAL SUPPORT	WOP5610	22.69	23.12	23.81	-	-	-	-	-
CLERICAL/SERVICE/MTCE	MAINTENANCE GENERALIST	WOP5420	25.81	26.29	26.91	27.72	-	-	-	-
CLERICAL/SERVICE/MTCE	TRADESPERSON	WOP5430	27.96	28.60	29.45	-	-	-	-	-
CLERICAL/SERVICE/MTCE	PATIENT CARE ATTENDANT	WOP5630	23.31	23.78	24.45	-	-	-	-	-
CLERICAL/SERVICE/MTCE	COOK	WOP5640	23.61	24.02	24.71	-	-	-	-	-
CLERICAL/SERVICE/MTCE	DIETARY AIDES	WOP5620	22.87	23.13	23.81	-	-	-	-	-
CLERICAL/SERVICE/MTCE	HAIRDRESSER	WOP5650	26.15	26.58	27.36	-	-	-	-	-
CLERICAL/SERVICE/MTCE	MATERIALS MANAGEMENT CLERK	WOP5220	22.85	23.31	23.77	24.45	-	-	-	-
CLERICAL/SERVICE/MTCE	DIET TECHNICIAN	WOP5660	25.96	26.67	27.41	28.18	28.95	29.80	-	-
CLERICAL/SERVICE/MTCE	OFFICE OPERATOR	WOP5670	29.84	30.67	31.52	32.42	33.35	34.33	-	-

<b>BARGAINING UNIT</b>	<b>Classification</b>	<b>Grade</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
CLERICAL/SERVICE/MTCE	CLERK 1	WOP5210	21.83	22.26	22.73	23.21	23.74	24.43	-	-
CLERICAL/SERVICE/MTCE	CLERK 2	WOP5230	22.87	23.33	23.80	24.35	24.85	25.58	-	-
CLERICAL/SERVICE/MTCE	SECRETARY	WOP5240	24.59	25.10	25.66	26.25	26.85	27.63	-	-
CLERICAL/SERVICE/MTCE	RECREATION ASSISTANT	WOP5630	23.31	23.78	24.45	-	-	-	-	-
PARAMEDICAL/PROFESSIONAL	CASE WORKER	WOP3110	31.17	32.55	33.99	35.51	37.08	38.18	-	-
PARAMEDICAL/PROFESSIONAL	LIBRARIAN	WOP3510	34.04	34.94	35.92	36.89	37.93	39.06	-	-
PARAMEDICAL/PROFESSIONAL	OCCUPATIONAL THERAPIST	WOP3520	36.31	37.54	38.75	39.98	41.18	-	-	-
PARAMEDICAL/PROFESSIONAL	DENTAL ASSISTANT	WOP3010	24.91	25.45	26.01	26.78	-	-	-	-
PARAMEDICAL/PROFESSIONAL	REHABILITATION THERAPIST	WOP3120	31.51	32.80	34.15	35.58	37.08	38.18	-	-
PARAMEDICAL/PROFESSIONAL	PSYCHOMETRIST	WOP3140	34.53	36.27	38.09	40.12	42.26	43.53	-	-
PARAMEDICAL/PROFESSIONAL	PSYCHOLOGIST	WOP3540	47.29	49.50	52.42	55.37	58.24	60.00	-	-
PARAMEDICAL/PROFESSIONAL	CHILD AND YOUTH COUNSELLOR 2	WOP3060	29.09	29.68	30.27	30.92	31.85	-	-	-
PARAMEDICAL/PROFESSIONAL	CHILD AND YOUTH COUNSELLOR 3	WOP3100	31.29	32.01	32.74	33.72	-	-	-	-
PARAMEDICAL/PROFESSIONAL	SOCIAL WORKER	WOP3530	35.35	36.38	37.50	38.59	39.77	41.02	42.27	43.97
PARAMEDICAL/PROFESSIONAL	VOCATIONAL COUNSELLOR	WOP3080	29.01	29.93	30.84	31.75	32.74	33.72	-	-
PARAMEDICAL/PROFESSIONAL	E.E.G. TECHNICIAN	WOP3020	27.29	28.02	28.81	29.68	-	-	-	-

<b>BARGAINING UNIT</b>	<b>Classification</b>	<b>Grade</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
PARAMEDICAL/PROFESSIONAL	X-RAY TECHNOLOGIST	WOP3130	34.26	35.62	37.04	38.51	40.03	41.23	-	-
PARAMEDICAL/PROFESSIONAL	REGISTERED PRACTICAL NURSE	WOP3050	28.86	29.46	29.89	30.78	-	-	-	-
PARAMEDICAL/PROFESSIONAL	VOCATIONAL INSTRUCTOR	WOP3040	28.20	28.78	29.21	30.07	-	-	-	-
PARAMEDICAL/PROFESSIONAL	INSTRUCTOR 4 (OCCUPATIONAL)	WOP3090	29.49	30.24	31.07	31.89	32.74	33.72	-	-
PARAMEDICAL/PROFESSIONAL	THERAPEUTIC RECREATIONIST	WOP3070	29.72	30.87	31.85	32.80	-	-	-	-
PARAMEDICAL/PROFESSIONAL	PHARMACY TECHNICIAN	WOP3030	26.15	26.83	27.52	28.23	29.06	29.94	-	-
REGISTERED NURSE	REGISTERED NURSE 2	WOP1000	32.57	33.14	34.05	35.02	35.81	37.72	39.64	44.02
REGISTERED NURSE	REGISTERED NURSE 3	WOP1010	33.89	34.86	35.78	36.70	37.63	38.71	39.86	44.02
REGISTERED NURSE	CLINIC NURSE	WOP1020	37.65	38.72	39.69	40.65	41.61	42.75	44.02	-