

# **Collective Agreement**

April 1, 2023 to March 31, 2026

between

**Waypoint Centre for Mental Health Care**  
(‘the Hospital’)

and

**AMAPCEO**  
Association of Management, Administrative and  
Professional Crown Employees of Ontario  
(‘AMAPCEO’)

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## **ARTICLE 1 - RECOGNITION**

- 1.1 The Hospital recognizes the Association of Management, Administrative and Professional Crown Employees of Ontario ("AMAPCEO") as the exclusive bargaining agent for a bargaining unit composed of all employees in the classifications attached as Schedule 1 to the Memorandum of Understanding dated March 27, 2007 between the crown in Right of Ontario and AMAPCEO, all students and interns working in those classifications, and all employees in any newly established classification that is subsequently agreed, or as determined by the OLRB, to be materially similar to a classification in the unit, save and except persons who exercise managerial functions or who are employed in a confidential capacity relating to labour relations, or lawyers and engineers who are employed in their professional capacity.

For greater certainty, the parties agree that as the Hospital is the successor to the Crown in Right of Ontario effective December 15, 2008, this bargaining unit includes all employees covered by the AMAPCEO bargaining unit as of December 14, 2008.

## **ARTICLE 2 – NON-DISCRIMINATION/HARASSMENT/SEXUAL HARASSMENT**

- 2.1 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 employers, employees, physicians, and the Association. Employees should feel empowered to report incidents of disruptive behaviour, including physician behaviour, without fear of retaliation. The parties are both committed to a harassment free environment and recognize the importance of addressing discrimination and harassment issues in a timely and effective manner as set out below.

- 2.2 The Employer and the Association recognize the inherent right of every employee to work in an environment characterized by respect for individual dignity.

All employees covered by this Agreement have a right to freedom from harassment in the workplace by the employer, agent of the employer or another employee on the grounds herein.

Every employee is protected from and shall not engage in discrimination or harassment because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, pregnancy, disability, age, marital status, family status and record of offenses, as defined in Section 10(1) of the Ontario Human Rights Code.

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Every employee is protected from, and shall not engage in sexual harassment, personal harassment, psychological harassment or workplace bullying.

“workplace harassment” means,

- (a) engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome, or
- (b) workplace sexual harassment;

“workplace sexual harassment” means,

- (a) engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or
- (b) making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome.

Every employee is protected from a reprisal or threat of reprisal as a result of filing a complaint or a grievance alleging harassment in good faith pursuant to this article.

In recognizing the importance of a harassment free environment, the employer and the Association will review hospital policies and processes with respect to harassment with the employee during their orientation period.

Where an employee requests the assistance and support of the Association in dealing with harassment or discrimination issues, such representation shall be allowed.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

3.1 The Association acknowledges that it is the exclusive function of the Hospital to:

- (a) maintain order, discipline and efficiency;

- (b) hire, direct, classify, transfer, promote, and lay-off employees and discharge, demote, suspend or otherwise discipline employees for just cause, provided that a claim of discriminatory classification, promotion or transfer or a claim that an employee has been unjustly discharged, demoted, suspended or otherwise disciplined may be the subject of a dispute and dealt with in accordance with the Dispute Resolution Procedure;
- (c) establish and enforce rules and regulations to be observed by the employees, provided that they are not inconsistent with the provisions of this Agreement. The hospital will furnish the Association and the Workplace Representatives copies of published Hospital rules and regulations prior to posting same on bulletin boards;
- (d) generally to manage and operate the Hospital in all respects in accordance with its obligations and without restricting the generality of the foregoing, to determine the kinds and locations of machines, equipment to be used, the allocation and number of employees required from time to time, the standards of performance for all employees, and all other matters concerning the Hospital's operations, not otherwise specifically dealt with elsewhere in this Agreement.

3.2 The Hospital agrees that these functions will be exercised in a reasonable manner, consistent with the provisions of this Agreement.

#### **ARTICLE 4 - DEFINITIONS**

4.1 A "full-time employee" is defined as an employee who is regularly scheduled to work the normal hours of work described in Article 46.

4.2 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.

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 27 of this agreement but are entitled to *Employment Standards Act* severance and notice provisions.

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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 provided the basis for such termination is not arbitrary, discriminatory or in bad faith.

### **ARTICLE 5 - STATEMENT OF INFORMATION/DUTIES TO EMPLOYEES**

- 5.1 Upon written request to the immediate Supervisor, an employee shall be provided with a copy of the most current position description on file outlining their duties and responsibilities, and any other documents related to the duties and responsibilities of the position, e.g. physical demands analysis. The information shall be provided within twenty (20) working days of the request.
- 5.2 Employees newly hired or newly assigned into the bargaining unit will be notified in writing, on or prior to their starting date, that their position is in the AMAPCEO bargaining unit, and of the name, address and telephone number of the Association. The Association's central office and the Workplace Representatives shall be copied on or about the same time as the information is sent to the employee.

### **ARTICLE 6 - NO DISCRIMINATION FOR ASSOCIATION ACTIVITIES**

- 6.1 There shall be no discrimination or harassment practiced by reason of an employee's membership/non membership or activity/non-activity in the Association.

### **ARTICLE 7 - EMPLOYEE RIGHT TO REPRESENTATION**

- 7.1 Where a supervisor or other Employer representative intends to meet with an employee:
- (a) for disciplinary purposes;
  - (b) to investigate matters which may result in disciplinary action;
  - (c) for termination of employment;
  - (d) for matters related to the development, implementation and administration of an accommodation or return to work plan; or

- (e) to discuss attendance management issues under the Employer's attendance management program;

the employee shall have the right to be accompanied by and represented by an Association representative. The Employer shall notify the employee of this right and set the time and place for the meeting.

- 7.2 If the employee requests representation by an Association representative, the Employer shall set the time and place for the meeting, which is mutually agreeable to the Employer and the employee. Should a workplace representative not be available, the Employer shall provide the employee with at least 48 hours notice, excluding weekends, to obtain representation by the Association, either in person or by teleconference, prior to the meeting. However, where urgency is required, the employee shall be given reasonable notice of the meeting so that they can obtain Association representation either in person or by teleconference.

## **ARTICLE 8 - LEAVE OF ABSENCE FOR AMAPCEO ACTIVITIES**

### **Full-time Leave**

- 8.1.1 Upon at least two (2) weeks' written notice by AMAPCEO, the Employer agrees to provide leave of absence from full-time employment, or partial leaves of absence for up to half of full-time employment, with pay and no loss of credits for up to the equivalent of two (2) full-time positions, for members of the Association to conduct business of AMAPCEO. The leaves of absence will be renewed annually. AMAPCEO will reimburse the Employer for leaves taken under this section in accordance with Article 8.7.
- 8.1.2 Upon the expiry of any leave of absence, the employee on leave shall be returned to his or her former position. The Employer and the employee may agree on another position to which he or she may be returned, subject to the requirements of the collective agreement. If the employee's position is subject to layoff during the leave, then the employee retains all rights under Article 27. However, notwithstanding Article 27, the Employer shall attempt to find on an ongoing basis, a direct assignment for the employee throughout the period that the employee is on leave. In the event that no direct assignment is found before the leave expires, then upon the expiry of the leave, notwithstanding Article 27, the employee shall be assigned with no loss of pay or benefits, to an equivalent or similar position; however it is agreed that such an assignment will not result in a promotional salary increase.
- 8.1.3 For clarity, Article 8.1.2 applies to employees who are on a full-time leave of absence of at least 6 consecutive months, and who are:



- (a) on a leave from full-time employment pursuant to Article 8.1.1, or
- (b) on a partial leave of absence pursuant to Article 8.1.1 which together with Association leave under Articles 8.2, 8.3, 8.4, 8.5, and 8.6 amounts to a full-time leave of absence.

AMAPCEO agrees to inform the Employer of the members who are covered by this provision.

8.2.1 An AMAPCEO representative includes:

- (a) Workplace Representatives
- (b) Labour Relations Committee Representatives
- (c) Negotiating Team Representatives
- (d) Health and Safety Representatives
- (e) AMAPCEO District Directors

### **Meetings with Employer**

8.2.2 With notice, up to two (2) AMAPCEO representatives are entitled to take time off with pay and no loss of credits if reasonably engaged in meetings with management on issues relating to labour relations, including collective bargaining or to the enforcement of this Agreement or processing claims involving the statutory rights of employees *vis à vis* the Employer, unless the time off would impair operational requirements.

### **Meeting Preparation**

8.2.3 The Employer agrees that AMAPCEO representatives may take time off with pay and no loss of credits for reasonable preparation time for meetings with the Employer on behalf of the Association, so long as proper notice is given, and this does not impair operational requirements. This article does not apply to time spent preparing for any meetings under Article 15 (Dispute Resolution) or collective bargaining.

### **Bargaining Preparation**

8.2.4 Members of the Association granted leaves of absence under Article 8.2.1 for the specific purpose of collective bargaining shall also be granted reasonable time off with pay and no loss of credits for the purpose of preparation time and/or to attend Association bargaining team caucus sessions held immediately prior to the commencement of such negotiations, mediation or arbitration, including other periods during negotiations, mediation or arbitration. AMAPCEO will reimburse the Employer in accordance with Article 8.7 for leaves taken under this section.

- 8.2.4.1 When direct negotiations are scheduled on a day that a Negotiating Team Representative is scheduled to work on a shift other than the day shift, the Hospital will endeavour to re-schedule the employee's shift to the day shift. Scheduling changes made to accommodate Negotiating Team Representative shall not result in the payment of any premium pay.

**District Directors**

- 8.3 An AMAPCEO District Director or their designate shall be granted a leave of absence with pay and no loss of credits to conduct the internal affairs of AMAPCEO on the following basis:
- (a) only the District Director, or his or her designate, shall be granted such leave;
  - (b) the leave shall be for a period of not more than three (3) days every calendar month, and unused leave shall not be cumulative;
  - (c) the District Director, or their designees, will attempt to give as much notice as possible in respect of any leave of absence under this subsection and, in any event, not less than five (5) days' notice to their supervisor;
  - (d) the District Director, or their designees shall not, during their period of leave, engage any other employee during that employee's working hours, or interfere in any manner with the conduct of the Employer's business; or engage in any unauthorized use of the Employer's equipment or resources; and,
  - (e) this leave does not include travel time.

**Labour Relations Education**

- 8.4 The Employer shall grant time off to a maximum of five (5) days per calendar year for up to two (2) AMAPCEO representatives with pay and no loss of credits for the purpose of labour relations education, unless such time off would impair operational requirements. AMAPCEO will reimburse the Employer for leaves taken under this section in accordance with Article 8.7.

**Additional AMAPCEO Leave**

- 8.5 Notwithstanding Article 8.1, AMAPCEO may at its discretion require additional members to participate in AMAPCEO business, who shall be granted leaves of absence with pay and no loss of credits for hourly increments of up to five (5) hours or full days. The total number of full days off in any calendar year shall not exceed fifty (50) days. Leaves of absence

granted under this subsection shall include reasonable travel time. AMAPCEO will provide ten (10) business days' notice of such leave. AMAPCEO will reimburse the Employer for leaves taken under this section in accordance with Article 8.7.

### **Annual Delegates Conference**

- 8.6 Upon at least twenty-one (21) calendar days' written notice by AMAPCEO and subject to operational requirements, leaves of absence with pay and no loss of credits shall be granted for not more than three (3) days annually for each employee delegate, to a maximum of two (2) employee delegates, for the purpose of attending the Association's Delegates' Conference(s). AMAPCEO will reimburse the Employer for leaves taken under this section in accordance with Article 8.7.

### **Reimbursement of the Employer**

- 8.7.1 AMAPCEO will reimburse the Employer for approved leaves taken by employees under sections 8.1.1, 8.2.4, 8.4, 8.5 and 8.6 for salary and all benefits including the Employer's share of contributions required by statute and pension contributions.
- 8.7.2 The Employer may invoice AMAPCEO for reimbursable leaves on a quarterly basis for approved leaves taken by employees during the preceding quarter. In addition, the Employer will make every effort to submit invoices each April 1<sup>st</sup> for any approved leave taken by employees, not yet invoiced in the preceding fiscal year, to AMAPCEO.
- 8.7.3 Where the Employer submits an invoice within the time frames provided in Article 8.7.2, AMAPCEO will remit payment for approved leaves taken by employees within thirty (30) calendar days of receipt of the Employer's invoice.

## **ARTICLE 9 - RIGHTS OF ASSOCIATION WORKPLACE REPRESENTATIVES**

- 9.1 The Association shall send the names of up to two (2) workplace representatives authorized to represent Association members to the Vice President, Human Resources and Organizational Development of the Hospital, including the effective date of their respective appointments.
- 9.2 A workplace representative shall carry out their duties under Article 9.3 expeditiously so as to limit disruption to the Employer's operations:
- (a) A workplace representative shall obtain permission from their immediate supervisor or alternate management representative for

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the workplace before leaving the workplace to perform their duties as a workplace representative. Such permission will not be unreasonably withheld;

- (b) When there are urgent operational requirements, the Employer may require that the workplace representative defer/reschedule their duties under Article 9.3;
- (c) Where the Workplace Representative is required to enter an area of the workplace in which they do not normally work, they shall report their presence to the supervisor responsible for that area of the hospital, and report to their own supervisor when they return to their home area, provided that such supervisor is available;
- (d) Two (2) weeks prior to the commencement of each month, the workplace representative shall provide to their immediate supervisor notice of workplace representative activities planned for the following month.

9.3 The duties and responsibilities of workplace representatives shall include the following, with respect to employees covered by this collective agreement.

- (a) Providing information to employees on their terms and conditions of employment, including their rights and entitlements under this Agreement.
- (b) Attending meetings at the request of the Employer or in accordance with Article 7 (Employee Right to Representation).
- (c) Meeting with new employees in the employ of the Hospital for a period of up to thirty (30) minutes during the employee's probationary period, with pay and no loss of credits. The purpose of such meeting will be to acquaint the employee(s) with such representative of the Association and the collective agreement. These interviews will be scheduled in advance and may be arranged collectively or individually by the Hospital.

Such workplace representative activities shall be leave with pay and no loss of credits. For greater clarity, no such leaves or any entitlements for pay or benefits are provided in cases where the employee engages in Association activities outside of their working hours.

## **ARTICLE 10 - CHECK OFF OF ASSOCIATION DUES**

- 10.1 The Employer shall deduct from the wages/salaries of every employee covered by this Collective Agreement a sum equivalent to the dues or assessments of AMAPCEO. The deduction shall be remitted to AMAPCEO on a monthly basis.
- 10.1.1 Together with each monthly dues payment, the Employer will provide a report to the Association indicating the names of the employees in respect of whom deductions have been made, the employee identification number, department/program, employment status (active, leave, terminated), classification/job title, employee status, home position indicator, continuous service date, benefit base salary (annualized payrate used for calculating benefits such as insurance premium), date of birth, gender, home address, home phone number, and any such other information as may be agreed upon by the parties. The report will be forwarded to the Association in an electronic format agreed to by the parties.
- 10.2 AMAPCEO shall advise the Employer in writing of the amount of its dues and assessments. This amount shall continue to be deducted until changed by further written notice by AMAPCEO.
- 10.3 AMAPCEO agrees to indemnify and save the Employer harmless from any liability arising out of the operation of this Article.
- 10.4 AMAPCEO dues or assessments, or the equivalent amount, shall be itemized on the annual T-4 slip as annual membership dues for AMAPCEO.

## **ARTICLE 11 - HOME POSITION**

- 11.1 Employees from outside the bargaining unit temporarily assigned to an AMAPCEO position for a period of more than thirty (30) calendar days will on the 31<sup>st</sup> calendar day commence paying dues and be governed by the terms of the AMAPCEO collective agreement except that pensions and insured benefits, as well as job security entitlements, will continue to be governed by the rules applicable to the employee's home position.
- 11.2 When an AMAPCEO bargaining unit member is temporarily assigned to a position in another bargaining unit for a period of more than thirty (30) calendar days, he or she will on the 31<sup>st</sup> calendar day cease paying dues to AMAPCEO, and shall maintain only pension and insured benefits entitlements and entitlements under Article 27 in accordance with the rules applicable to the employee's home position.

- 11.3 When an AMAPCEO bargaining unit member is temporarily assigned to a non-bargaining unit position, he or she shall continue to pay dues to AMAPCEO and continue to be covered by the AMAPCEO agreement for the entire term of the temporary assignment except that salary and hours of work provisions shall be determined in accordance with the terms and conditions for the non-bargaining group the employee is temporarily assigned to.

## **ARTICLE 12 - LABOUR RELATIONS COMMITTEE**

- 12.1 The parties shall establish a joint Labour Relations Committee to discuss and resolve matters of interest between the parties.
- 12.2 The objectives of the Labour Relations Committee shall include:
- (a) establishing and maintaining a positive and constructive relationship between the Association and the Employer;
  - (b) working together to resolve Association and Employer issues and concerns related to the workplace;
  - (c) issues arising from the administration of the collective agreement.
- 12.3.1 The Labour Relations Committee shall be comprised of the two (2) AMAPCEO Workplace Representatives, and two (2) representatives from the Hospital. Each party may be accompanied by an employee resource person as needed.
- 12.3.2 The employee members of the committee, and any employee resource person accompanying them, shall be entitled to time off with pay and with no loss of credits for meeting time, for reasonable preparation, and travel time. Such time off shall not be unreasonably denied as long as proper notice is given.
- 12.3.3 The Committee shall have Hospital and Association Co-chairs and each party shall have one (1) vote on the Committee. Quorum for meetings shall be two (2) members from each of the Employer and Association side of the Committee.
- 12.3.4 The Committee shall meet monthly or as otherwise agreed.
- 12.4 Information of a confidential nature disclosed at the Labour Relations Committee will be kept confidential by AMAPCEO until the Hospital Authorizes the disclosure of the information; however this shall not be

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construed as preventing the Association from consulting internally with respect to the matter.

- 12.5 The Association may forward to the Vice President, Human Resources and Organizational Development of the Hospital any issue which is not resolved at the Labour Relations Committee. The Vice President, Human Resources and Organizational Development of the Hospital shall respond in writing to the committee on the matters raised within fifteen (15) working days of his or her receipt of notice of the unresolved item.
- 12.6 The Association shall in no way be precluded from filing a dispute under Article 15 on issues that it chooses to attempt first to resolve through the Labour Relations Committee process. Unless requested by either party, discussions at the Labour Relations Committee shall be without prejudice and shall not be relied upon by either party at mediation or arbitration.
- 12.7 Where the Hospital requests Association representation on any committees or working groups, the Employer shall seek nominations from the AMAPCEO co-chair of the Labour Relations Committee; any such participation shall be without prejudice to the Association unless otherwise agreed.
- 12.8.1 Except as provided in article 12.8.2 not less than two weeks prior to a formal public announcement or announcement to employees of a decision involving changes to the workplace materially affecting AMAPCEO represented employees, including transfers or dispositions or reorganizations, the Employer will disclose the decision to the President of AMAPCEO. The President will be provided with the information including the reasons for the decision, when the decision will be implemented, the number and locations of employees affected, and the impact, if any, on employees (layoff, transfers, reclassifications, hiring, etc.). The Employer has the discretion to make the disclosure earlier than the two weeks set out above.
- 12.8.2 The Hospital may provide less than two (2) weeks' notice in the case of emergencies.
- 12.8.3 Information provided under Article 12.8.1 or 12.8.2 will be kept confidential by AMAPCEO until the employer authorizes the disclosure of the information; however, this shall not be construed as preventing the Association from consulting internally with respect to the matter.
- 12.8.4 AMAPCEO shall have one (1) week to provide comments and/or hold the meeting referred to in paragraph 12.8.5 below, but the Employer in its discretion may give more than a one (1) week period to respond.

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### 12.8.5 Upon disclosure to the President:

- (a) At the request of the President, a meeting will be held with the employer to review the information and ask any questions;
- (b) The President may forward comments to the Vice President Human Resources and Organizational Development, who shall review them and respond in writing prior to the formal announcement referred to in 12.8.1 above;
- (c) The matter will become a standing item on the Labour Relations Committee as appropriate as set out in articles 12.2;
- (d) Where the decision concerns a divestment, transfer or any other disposition of bargaining unit functions or jobs, the parties will table the matter at Labour Relations Committee where it will become a standing item;

If AMAPCEO believes that Article 12.8 has been breached, then the President will contact the Vice President Human Resources and Organizational Development or designate to discuss the concerns and the matter will be placed on the Labour Relations Committee agenda. If the matter is not resolved at Labour Relations Committee within ten (10) working days of the Labour Relations Committee meeting, the matter may be referred directly to arbitration.

## **ARTICLE 13 - BULLETIN BOARDS**

- 13.1 Where requested by an Association representative, the Employer will provide reasonable access to existing bulletin boards in the workplace for the purpose of reasonable communication with the membership.
- 13.2 Where an existing bulletin board is not reasonably available, the Employer will provide a bulletin board.

## **ARTICLE 14 - CORRESPONDENCE BETWEEN THE EMPLOYER AND THE ASSOCIATION**

- 14.1 Notice or correspondence required under this Agreement shall be provided to the President of the Association at the following address: AMAPCEO, 1 Dundas Street West, Suite 2310, P.O. Box 72, Toronto, Ontario, M5G 1Z3, or by fax at (416) 340-6461, and the Vice President, Human Resources and Organizational Development of the Hospital.



## **ARTICLE 15 - DISPUTE RESOLUTION PROCEDURE**

### **15.1 Statement of Intent**

The Employer and the Association acknowledge the importance of resolving disputes arising from the interpretation, application, administration or alleged violation of this agreement, (hereafter referred to as “disputes”), at an early stage in order to foster a harmonious and productive working environment. In this respect, the parties recognize the importance of informal means of resolving complaints at the lowest level possible before they become formal disputes under this Article and that nothing in this Article is intended to discourage the ordinary local workplace resolution of complaints outside of this dispute resolution process. The parties further acknowledge the importance of full disclosure of issues and open discussion throughout the process to facilitate mutually acceptable resolutions.

### **15.2 Formal Resolution: Stage One**

- 15.2.1 If any complaint is not satisfactorily resolved, the employee may file a dispute in writing within thirty (30) days after the circumstances giving rise to the complaint have occurred, or have come or ought reasonably to have come to the attention of the employee with his or her manager on a form prescribed by the Association. The manager shall meet with the employee and shall give the Association or representative of the Association present at the meeting and the employee his or her decision in writing within seven (7) days of the submission of the dispute.

### **15.3 Formal Resolution: Stage Two**

- 15.3.1 If the dispute is not resolved at Stage One, the Association, on behalf of the employee, may submit the dispute in writing to the Vice President, Human Resources and Organizational Development of the Hospital or designate, within twenty (20) days of the date that the Association or representative of the Association present at the meeting received the decision at Stage One. In the event that no decision in writing is received in accordance with the specified time limits at Stage One, the Association may submit the dispute to the President of WAYPOINT or designate, within twenty (20) days of the date that the manager was required to give the decision in writing in accordance with Stage One.
- 15.3.2 It is agreed that the President of Waypoint or designate will have the authority to work towards resolving the dispute and that, other than in exceptional circumstances, no manager who has dealt with a dispute at Stage One will be designated at Stage Two. A designated management

representative shall hold a meeting with the Association and the employee within fifteen (15) days of the submission of the dispute at Stage Two and shall give the representative of the Association present at the meeting and the employee a decision in writing, within seven (7) days of the meeting.

- 15.3.3 If the dispute is not resolved at Stage Two, the Association, on behalf of the employee, may submit the dispute in writing to arbitration under Article 15.11 within fifteen (15) days of the date that the representative of the Association present at the meeting received the decision at Stage Two. In the event that no decision in writing is received in accordance with the specified time limits at Stage Two, the Association may submit the dispute to arbitration, within fifteen (15) days of the date that the designated management representative was required to give the decision in writing in accordance with Stage Two. The Association agrees to copy the Vice President, Human Resources and Organizational Development of the Hospital or designate the written submission to arbitration.

**15.4 General**

- 15.4.1 The employee shall have the right to be accompanied and represented by an Association representative at each formal stage of this procedure.
- 15.4.2 An employee who has initiated a complaint or dispute under this Article shall be given time off with no loss of pay and no loss of credits to attend meetings with management under this Article.
- 15.4.3 Article 15.4.2 shall also apply to the Workplace representative who is authorized to represent the employee.
- 15.4.4 Where a complaint or dispute has not been processed by the employee or the Association within the time period prescribed it shall be deemed to have been withdrawn.
- 15.4.5 The time limits contained in this Article may be extended by agreement of the parties in writing.
- 15.4.6 In this Article, days shall include all days exclusive of Saturdays, Sundays and designated holidays.
- 15.4.7 The parties agree to fully disclose all information on which they rely in support of or in response to a complaint or dispute, including disclosure of any facts relied upon by Management in a decision that is subject to a complaint or dispute.
- 15.4.8 Participation by the Association representative or the employee in meetings required under the formal dispute resolution process may, upon mutual

consent, be conducted by teleconference, subject to the right of the Employer to select additional representatives who will participate by teleconference.

**15.5 Group Dispute**

15.5.1 In the event that more than one (1) employee has the same dispute, and such employees would be entitled to file a dispute, the Association shall be entitled to present a group dispute in writing, signed by such employees, to the Employer at Stage Two, within thirty days after the circumstances giving rise to the complaint have occurred or have come or ought reasonably to have come to the attention of these employees. In such cases, no more than three (3) complainants may be in attendance at each stage unless otherwise mutually agreed. The dispute shall be filed with the President or designate.

**15.6 Association/Employer Dispute**

15.6.1 Where a dispute arises between the Employer and the Association, the Association or the Employer shall be entitled to file a dispute at Stage Two of the dispute resolution procedure provided it does so within thirty (30) days after the circumstances giving rise to the dispute have occurred or have come or ought reasonably to have come to the attention of the Association or the Employer. Disputes under this provision shall be filed with the President & CEO of WAYPOINT or designate, and Hospital disputes under this provision shall be filed with the President of the Association and the Association Co-Chair of the Labour Relations Committee.

15.6.2 An Association dispute shall be signed by an authorized Association representative from the AMAPCEO head office.

15.6.3 The parties agree that disputes with respect to the provision of or entitlement to a benefit under this Agreement shall be subject to this Article.

**15.7 Discharge, Suspension and Demotion Disputes**

15.7.1 Where an employee has been discharged, demoted or suspended for a period greater than five (5) days, the Association may present a dispute on his or her behalf directly at Stage Two.

**15.8 Sexual Harassment**

15.8.1 For the purpose of sexual harassment based complaints, the time limits set out in Section 15.2.1 do not apply provided that the complaint is made within a reasonable time of the conduct complained of, having regard to all the circumstances.

- 15.8.2 Where a complaint under this Article is made against an employee's supervisor, or any person with supervisory responsibilities at a higher level over the employee, any oral complaint or written dispute which is expressed in Article 15.10 to be presented to the supervisor may be presented directly to the President & CEO of WAYPOINT or any person appointed by the President & CEO of WAYPOINT specifically to deal with complaints or disputes under this provision. It is agreed that the designate assigned will not be a person who is the subject of the complaint giving rise to the dispute.

**15.9 Arbitration Provisions**

- 15.9.1 Where a difference arises between the parties relating to the interpretation, application or administration of this agreement, including the question as to whether a matter is arbitrable, or where an allegation is made that this agreement has been violated, either party may after exhausting the grievance procedure refer the difference or allegation to arbitration before a single arbitrator. The party providing notice of the referral to arbitration shall include the names of three (3) persons selected by that party as being appropriate to act as the sole arbitrator. Within ten (10) days of receipt of such notice, the other party shall inform the first party of its agreement to submit the referral to one of the proposed arbitrators, or shall provide a list of three (3) additional persons selected by that party as acceptable to act as sole arbitrator. In the even the parties are not able to agree on the appointment of an arbitrator, the party referring the difference or allegation shall request that the Minister of Labour appoint an arbitrator as per the *Ontario Labour Relations Act*.
- 15.9.2 An employee who has initiated a complaint and for whom the Association makes an application for a hearing before an arbitrator or the Ontario Labour Relations Board, shall be allowed a leave of absence if required to be in attendance by the arbitrator or the Board. This Article shall also apply to the pre-hearings, mediation/arbitration or mediation under the auspices of an arbitrator.
- 15.9.3 The Association and the Employer agree that all hearings should commence in a timely manner.
- 15.9.4 The parties may agree to refer any complaint to a mediator/arbitrator who shall have all the powers of an arbitrator under the *Labour Relations Act*, including the powers of a mediator/arbitrator under the *Labour Relations Act*, and the decision of the mediator/arbitrator shall be final and binding upon the parties.
- 15.9.5 The costs of the arbitrator or arbitrator/mediator shall be shared equally by the parties.

15.9.6 The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.

15.10 No matter may be submitted to arbitration, which has not been properly carried through all requisite steps of the Grievance Procedure.

15.11 **New Classification**

15.11.1 When a new classification in the bargaining unit is established by the Hospital or the Hospital makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Hospital shall advise the Association of such new or changed classification and the rate of pay established. If requested, the Hospital agrees to meet with the Association to permit it to make representations with respect to the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification. Where the Association challenges the rate established by the Hospital and the matter is not resolved following any meeting with the Association, a grievance may be filed at Step No. 2 of the Dispute Resolution Procedure within seven (7) calendar days following any meeting. If the matter is not resolved in the Dispute Resolution Procedure, it may be referred to Arbitration in accordance with Article 15, it being understood that any Arbitrator shall be limited to establishing an appropriate rate.

Any change in the rate established by the Hospital either through meetings with the Association or by an Arbitrator shall be made retroactive to the time at which the new or changed classification was first filled.

**ARTICLE 16 - SENIORITY/CONTINUOUS SERVICE**

- 16.1 (a) Employees employed in the Mental Health Centre Penetanguishene in the AMAPCEO bargaining unit on December 14, 2008 who transferred employment to the Hospital on December 15, 2008, shall retain their seniority and continuous service dates from the OPS for all purposes in determining seniority under this collective agreement.
- (b) Employees employed by the Mental Health Centre Penetanguishene outside the AMAPCEO bargaining unit on December 14, 2008 shall retain their seniority and continuous service dates from the OPS for all purposes, save and except for the purpose of exercising bumping rights under Article 27, which shall be based on the date of hire into the AMAPCEO bargaining unit.

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- (c) For employees hired by the Hospital after December 15, 2008, seniority shall be based on the date of hire with the Hospital for all purposes, save and except for the purpose of exercising bumping rights under Article 27, which shall be based on the date of hire into the AMAPCEO bargaining unit.

16.1.2 For the purposes of this Article:

- (a) “Continuous service” is that which is not interrupted by separation from the Hospital as per Article 22.1.
- (b) “Full-time” is continuous employment as set out in Article 24 (Hours of Work) for the position.

16.2.1 An employee’s seniority/continuous service shall accumulate from the date determined in Article 16.1 and shall include the period of service during which an employee:

- (a) is in receipt of LTIP or WSIB benefits; or
- (b) is absent on pregnancy or parental leave; or
- (c) is absent on any authorized leave without pay of thirty (30) calendar days or less; or
- (d) is absent on Family Medical Leave.

16.2.2 Except for the situations described in Article 16.2.1, where an employee is absent on a leave without pay that exceeds thirty (30) calendar days, the period of leave shall not be included in the determination of his or her seniority/continuous service. However, periods of service immediately before and after such absence shall be considered continuous and shall be included in determining seniority/continuous service.

Notwithstanding the above, the period of leave shall be included for purposes of determining the rate of vacation credit accrual. It is understood that an unpaid leave of absence greater than thirteen (13) weeks is not a break in service.

16.2.3 An employee’s full seniority and service shall be retained by the employee in the event that the employee is transferred from full-time to temporary or in the event the employee is transferred from temporary to full-time. An employee whose status is changed from full-time to Temporary shall receive credit for their full seniority and service on the basis of 1885 hours worked for each year of full-time seniority or service. An employee whose status is changed from Temporary to full-time shall receive credit for their full

seniority and service on the basis of one year of seniority or service for each 1885 hours worked. Full-time seniority, once converted to a date, shall not precede the employee's date of hire.

- 16.3 Where an employee has been laid off in accordance with Article 27 (Job Security) and obtains a position as provided for under Article 27 within 24 months of such layoff, the employee's seniority and continuous service shall include continuous service both before the effective date of the layoff and after the date of the assignment. The period of absence shall not be included in the calculation of his or her seniority and continuous service.

#### **ARTICLE 17 - PROBATIONARY PERIOD**

- 17.1 There shall be a probationary period of not more than 120 days worked (870 hours of straight time work for employees whose regular hours of work are other than the standard work day) from the date of hire for employees.
- 17.2 During the employee's probationary period the performance standards required for the position will be reviewed with the employee within the first two (2) months and the employee will be advised in a timely way if he or she is not meeting the standards. The Employer may extend the probationary period by an additional sixty (60) days worked (435 hours of straight time work for employees whose regular house of work are other than the standard work day) with notification to AMAPCEO.
- 17.3 An employee shall serve only one probationary period. Where an employee transfers from temporary full-time status, and such employee has not previously completed a probationary period, the employee shall be credited with the time worked toward the completion of the probationary period for the position.

#### **ARTICLE 18 - RECRUITMENT-POSTING AND FILLING OF POSITIONS**

- 18.1 When a vacancy occurs for 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.
- 18.2 The notice of vacancy shall include, where applicable, the nature and title of the position, salary, qualifications required, the hours of work, the department/program where the position currently exists, the closing date and that the position is represented by the Association.

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- 18.3.1 In filling a vacancy, applicants' qualifications for the position shall be assessed relative to the selection criteria -- the knowledge, skills, abilities and experience required to perform the duties of the position. The most qualified applicant for the position shall be selected to fill the vacancy.
- 18.3.2 Where the qualifications and ability are relatively equal between an AMAPCEO unit applicant and a non-AMAPCEO unit applicant preference will be given to the AMAPCEO unit applicant.
- 18.4 A current employee who is invited to attend an interview within the Hospital shall be granted time off with no loss of pay and with no loss of credits to attend the interview.
- 18.5 For the duration of this collective agreement, the Hospital will continue its practice of posting all job postings to its public website at the same time and for the same period as otherwise posted.
- 18.6.1 Where an employee is assigned temporarily to a position, Article 18 shall not apply except where:
- (a) the term of the temporary assignment is greater than nine (9) months duration, and,
  - (b) the specific dates of the term are established at least two (2) months in advance of the commencement of the temporary assignment.
- 18.6.2 Where an assignment was not posted pursuant to Article 18.7.1, and an employee has continuously been in the position since the initial assignment, the assignment shall be posted in accordance with 18.1 to 18.6 and filled competitively within eighteen (18) months of the initial assignment, where the Employer determines that the work is continuing either on a temporary or permanent basis.
- 18.7.1 Vacancies may be filled without competition under the following circumstances:
- (a) within twelve (12) months of the conclusion of a previous competition for the identical positions, where the Hospital offers the vacancy to the most qualified applicant as determined in the previous competition who has not yet been offered the position, and continuing, if necessary, in descending order of qualification. An identical position includes a temporary vacancy arising after a competition for a permanent position.
  - (b) where an employee was temporarily assigned to a position for at least twenty-four (24) months and:



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- (i) the position has been filled through a competitive process, and
- (ii) at that point in time, there is a continuing need for the work to be performed on a full-time basis for greater than an additional twelve (12) months, and
- (iii) the position does not have a home incumbent,

The Hospital shall, with the employee's agreement, assign the employee to the position on a permanent basis. If the employee does not agree, the Hospital shall post the vacancy and the employee shall return to his/her home position.

If at the end of twenty-four (24) months an employee was not offered an assignment to the position on a permanent basis because the conditions of 18.7.1(b)(ii) were not met, but the position continues for twelve (12) months, then the Hospital shall, with the employee's agreement, assign the employee to the position on a permanent basis at the conclusion of the twelve (12) month period. If the employee does not agree, the Hospital will post the vacancy and the employee shall return to his/her home position.

- (c) a newly reclassified position shall not be considered a vacancy for the purposes of Article 18.1 and the current incumbent shall retain the position.

18.7.2 The following situations resulting in a demotion are exempt from posting requirements:

- (a) the employee demonstrates an inability to perform the essential duties of their position (includes loss of required licenses); or
- (b) the employee is unable to perform essential duties due to health reasons; or
- (c) the duties of the position are changed by management, resulting in a reclassification; or
- (d) the employee's position is re-evaluated and reclassified;

and the provisions of Articles 18.1 to 18.5 shall not apply.

18.7.3 Where the duties of a position are modified to accommodate an incumbent employee with a disability, the position shall not be considered a vacancy for the purposes of Article 18 and the incumbent shall retain the position.

- 18.8 An employee selected as a result of a posted vacancy need not be considered for a further permanent vacancy for a period of up to six (6) months from the date of their selection.

## **ARTICLE 19 - PAY ADMINISTRATION**

- 19.1 An employee promoted into a classification with a higher salary maximum shall be placed at a step on the salary grid that is at least 3% higher provided that the employee shall not receive less than the salary minimum or more than the salary maximum of the new position. The anniversary date shall be amended to 12 months from the date of promotion.
- 19.2 Where an employee acts in a position with a higher maximum salary for a period of more than five (5) consecutive days, the employee shall be placed at a step on the salary grid for that classification that is at least 3% higher, during the period in which they are acting in the position, provided that the employee shall not receive less than the salary minimum of the position in which they are acting. Where an employee is temporarily assigned in a position with a lower maximum salary, the employee shall continue to be paid the same salary as their home position.

## **ARTICLE 20 - DISCIPLINE AND DISCHARGE**

- 20.1 No employee shall be disciplined or discharged without just cause. It is understood that disciplinary measures will be appropriate to their cause and subject to the principles of progressive discipline.
- 20.2 An employee shall be advised of the reasons for disciplinary action. When an employee is to be discharged or suspended, the employee shall be advised in writing of the reasons for such action.
- 20.3 It is understood that nothing in Article 20 confers on a probationary employee any right to grieve or arbitrate his or her dismissal, provided the dismissal is not for reasons which are arbitrary, discriminatory or in bad faith.

## **ARTICLE 21 - PERSONNEL FILES AND DISCIPLINARY RECORDS**

- 21.1 A copy of any completed evaluation which is to be placed in an employee's file shall be first reviewed with the employee. The employee shall initial such evaluation as having been read and shall have the opportunity to add their views to such evaluation prior to it being placed in their file. It is understood that such evaluations do not constitute disciplinary action by the Hospital

against the employee. A copy of the evaluation will be provided to the employee at their request.

21.2 Each employee shall have reasonable access to their employee file for the purpose of reviewing the contents in the presence of their supervisor or designate. A request by an employee for a copy of documents in their file will not be unreasonably denied.

21.3 A letter of reprimand, suspension or other sanction that arises from an act of patient abuse or workplace violence will be removed from the record of an employee twenty-four (24) months following the receipt of such letter, suspension or other sanction provided that such employee's record has been discipline-free during that time.

Any other letter of reprimand, suspension or other sanction will be removed from the record of an employee eighteen (18) months following the receipt of such letter, suspension or other sanction provided that such employee's record has been discipline free during that time. Leaves of absence in excess of sixty (60) continuous calendar days will not count towards the period referenced above.

21.4 Employees will be made aware of concerns relating to work performance within a reasonable time.

21.5 The employee is entitled to include his or her own explanation of a matter, including a disciplinary incident, as an attachment to the information being placed in his or her personnel file.

## **ARTICLE 22 - ABANDONMENT OF POSITION**

22.1 An employee shall be declared to have abandoned his or her position and to have lost service and seniority and shall be deemed terminated in the following circumstances:

- (a) The employee is absent from duty without authorization for a period of ten (10) business days or longer;
- (b) Leaves of their own accord;
- (c) is discharged and the discharge is not reversed through the grievance or arbitration procedure;
- (d) has been laid off for a period of over twenty-four (24) calendar months;

- (e) fails upon being notified of a recall to signify their intention to return within twenty (20) calendar days after the employee has received the notice of recall mailed by registered mail to the last known address according to the records of the Hospital and fails to report to work within thirty (30) calendar days after they have received the notice of recall or such further period of time as may be agreed upon by the parties.

22.2 Prior to declaring an employee to have abandoned his or her position, the Employer shall make reasonable efforts to:

- (a) contact the employee to determine the reasons for absence without authorization; and
- (b) notify the employee of the consequences of absence without authorization; and
- (c) copy the Association on the notice to the employee described in (b) above.

## **ARTICLE 23 - LEAVES OF ABSENCE**

23.1 Effect of Absence (Full-time)

23.1.1 If an employee's absence without pay from the Hospital including absences under Article 23, Leaves of Absence, exceeds thirty (30) continuous calendar days the employee will not accumulate seniority or service for any purposes under the Collective Agreement for the period of the absence in excess of thirty (30) continuous calendar days unless otherwise provided and the employee will become responsible for full payment of any subsidized employee benefits in which they are entitled to participate during the period of absence. In the case of unpaid approved leaves of absence in excess of thirty (30) continuous calendar days an employee may arrange with the Hospital to prepay the full premium of any applicable subsidized benefits during the period of leave in excess of thirty (30) continuous calendar days to ensure continuing coverage. For clarity, the periods of service immediately before and after such absence shall be considered continuous and shall be included in determining seniority and continuous service. Notwithstanding the above, the period of leave shall be included for the purposes of determining the rate of vacation credit accrual.

23.1.2 Notwithstanding this provision, seniority and service shall accrue if an employee's absence is due to disability resulting in W.S.I.B. benefits or L.T.D. benefits including the period of the disability program covered by Employment Insurance.

- 23.1.3 Notwithstanding this provision, seniority and service will accrue and the Hospital will continue to pay the premiums for benefit plans for employees for a period of up to seventeen (17) weeks while a employee is on pregnancy leave under Article 24 and for a period of up to thirty-five (35) weeks while a employee is on parental leave under Article 24. Seniority and service will accrue for an adoptive parent or a natural father for a period of up to fifty-two (52) weeks while such employee is on a parental leave under Article 24.

NOTE 1: The accrual of seniority and service for employees on pregnancy and parental leave applies to both full-time.

NOTE 2: This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code* and the *Employment Standards Act*.

### 23.3 **Personal Leave**

- 23.3.1 Written requests for a personal leave of absence without pay will be considered on an individual basis by the manager. Such requests are to be given as far in advance as possible and a written reply will be given within ten (10) days; except in cases of emergency in which case a reply will be given as soon as possible. Such leaves, and any extension of such leaves, shall not be unreasonably withheld. An employee is entitled to take job protected leave in accordance with the provisions of the *Employment Standards Act, 2000*.

### 23.4 **Bereavement Leave**

- 23.4.1 Any employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for four (4) consecutive scheduled working days off without loss of regular pay from regularly scheduled hours within the nine (9) calendar day period commencing four (4) calendar days prior to the day of the funeral for a spouse, common-law spouse or partner including a same sex spouse/partner; parents (including step-parents), and children and step-children.
- 23.4.2 Any employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for three (3) consecutive scheduled working days off without loss of regular pay from regularly scheduled hours within the seven (7) calendar day period commencing three (3) calendar days prior to the day of the funeral of a member of their other immediate family.

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- 23.4.3 Immediate family, for the purposes of this Section, shall mean siblings (including brother or sister in-law); spouse/partner's parents; grandparents (including step-grandparents); grandchildren (including step-grandchildren); children's spouse; ward; guardian.
- 23.4.4 An employee shall be granted one (1) day bereavement leave without loss of regular earnings to attend the funeral, of, or a memorial service (or equivalent) for their aunt, uncle, niece or nephew.
- 23.4.5 If a burial or memorial service is not held within the seven (7) or nine (9) calendar day period referenced above, an employee can utilize one (1) day of their entitlement, as determined above, within six (6) months following the date of bereavement for the purposes of attending such burial or memorial service.
- 23.4.6 The Hospital, in its discretion, may extend such leave with or without pay. Furthermore, where an employee does not qualify under the above-noted conditions, the Employer may, nonetheless, grant a paid bereavement leave.
- 23.4.7 If during a period of vacation an employee is bereaved in circumstances under which the employee would have been eligible for leave under this article the employee shall be granted leave and their vacation credits shall be restored.
- 23.4.8 In addition to the foregoing, an employee shall be allowed up to two (2) days' leave of absence without pay to attend the funeral of a relative listed in Articles 18.01 and 18.02 above if the location of the funeral is greater than eight hundred kilometers (800 km) from the employee's residence.
- 23.5 **Jury or Witness Duty Leave**
- 23.5.1 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 a court proceeding in which the Crown is a party, 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 Hospital 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 Hospital 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 Hospital 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.

#### 23.5.2 **Court of Law or Coroner's Inquest**

(applicable to full-time employees)

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

#### 23.5.3 **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 Hospital, as requested, in connection with a case arising from the employee's duties at the Hospital, on their regularly scheduled day off or during their regularly scheduled vacation, the Hospital will attempt to reschedule the employee's regular day off or vacation period, it being understood that any rescheduling shall not result in the payment of any premium pay.

#### 23.6 **Family Medical Leave**

23.6.1 Family Medical Leave will be granted in accordance with the *Employment Standards Act* for up to twenty-eight (28) weeks within a fifty-two (52) week period.

23.6.2 An employee who is on Family Medical Leave shall continue to accumulate seniority and service and the Hospital will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating during the leave.

- 23.6.3 Subject to any changes in an employee's status which would have occurred had they not been on Family Medical Leave, the employee shall be reinstated to their former position.

23.7 **Military Leave**

An employee will be granted unpaid leave without loss of seniority in order to meet any obligations pertaining to the Canadian Military Reserve. The employee will give as much notice as reasonably possible.

23.8 **Education leave**

Continuous professional development is a hallmark of professional practice. Employees recognize the importance of maintaining a dynamic practice environment which includes ongoing learning, the maintenance of competence, career development, career counselling and succession planning. The parties agree that professional development includes a diverse range of activities, including but not limited to formal academic programs; short-term continuing education activities; certification programs; and independent learning.

The parties acknowledge that the responsibility for professional development is shared between the employee and the Hospital. In this regard, the Hospital will endeavour to provide flexible work schedules to accommodate the employee's time off requirements.

- (a) Leaves of absence, without pay, for the purposes of furthering professional career development may be granted on written application by the employee to the Supervisor or designate. Requests for such leave will not be unreasonably denied.
- (b) A full-time employee shall be entitled to leave of absence without loss of earnings from their regularly scheduled working hours for the purpose of taking any examinations required in any recognized course in which employees are enrolled to enhance their professional, job-related qualifications.

The employee agrees to notify the immediate manager of the date of the examination as soon as possible after they become aware of the date of the exam.

- (c) Leave of absence without loss of regular earnings from regularly scheduled hours for the purpose of attending short courses, workshops or seminars to further professional and/or career development may be granted at the discretion of the Hospital upon written application by the employee to the Supervisor or designate.



- (d) Both the Hospital and the Association recognize their joint responsibility and commitment to provide, and to participate in, in-service education. The Association supports the principle of its members' responsibility for their own professional development and the Hospital will endeavour to provide programs related to the requirements of the Hospital. Available programs will be publicized, and the Hospital will endeavour to provide employees with opportunities to attend such programs during their regularly scheduled working hours.
- (e) When an employee is authorized to attend any in-service program within the Hospital and during their regularly scheduled working hours, the employee shall suffer no loss of regular pay. When an employee is required by the Hospital to attend courses outside of their regularly scheduled working hours, the employee shall be paid for all time spent in attendance on such courses at their regular straight time hourly rate of pay.

23.9

**Pre-paid Leave Plan**

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

- (a) The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the *Income Tax Regulations*, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The employee must make written application to their Supervisor at least six (6) months prior to the intended commencement date of the program (i.e., the salary deferral portion), stating the intended purpose of the leave.
- (c) Only one (1) employee may be absent at any one time. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the employee, the Association and the Hospital.
- (d) Written applications will be reviewed by the Supervisor or designate. Leaves requested for the purpose of pursuing further formal related education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority.

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- (e) During the four (4) years of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to them until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Hospital.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Hospital and the employee.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. Full-time employees shall become responsible for the full payment of premiums for any health and welfare benefits in which they are participating. Contributions to the Healthcare of Ontario Pension Plan will be in accordance with the Plan. Full-time employees will not be eligible to participate in the disability income plan during the year of leave.
- (i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months' notice is given to the Supervisor. Deferred salary, plus accrued interest, if any, will be returned to the employee, within a reasonable period of time.
- (j) If the employee terminates employment, the deferred salary held by the Hospital plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (k) The Hospital will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. The Hospital will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to the employee within a reasonable period of time.

- (l) The employee will be reinstated to their former position unless the position has been discontinued, in which case the employee shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Hospital in order to authorize the Hospital to make the appropriate deductions from the employee's pay. Such agreement will include:
  - i) A statement that the employee is entering the pre-paid leave program in accordance with Article 23.06 of the Collective Agreement.
  - ii) The period of salary deferral and the period for which the leave is requested.
  - iii) The manner in which the deferred salary is to be held.

The letter of application from the employee to the Hospital to enter the pre-paid leave program will be appended to and form part of the written agreement.

#### **ARTICLE 24 - PREGNANCY LEAVE, PARENTAL LEAVE AND EMPLOYMENT INSURANCE TOP-UP**

24.1 In this Article,

"last day at work", in respect of an employee on a leave of absence referred to in Article 24 means the last day the employee was at work before the leave of absence.

"parent" includes an employee with whom a child is placed for adoption and an employee who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.

"parental leave" means a leave of absence under Article 24.7.

"pregnancy leave" means a leave of absence under Article 24.2.

"weekly pay", in respect of an employee on a leave of absence referred to in Article 24 means weekly pay at the rate actually received by the employee on the last day of work and also includes any salary increase that is granted after the last day of work to take effect retroactively on or before the last day of work.

**24.2 Pregnancy Leave:**

The Employer shall grant a leave of absence without pay in accordance with the *Employment Standards Act, 2000*, to an employee who is pregnant and who started her service with the Hospital at least thirteen (13) weeks before the expected birth date.

An employee may begin pregnancy leave no earlier than seventeen (17) weeks before the expected birth date.

**24.3** The employee shall provide written notice with the date to start the pregnancy leave in accordance with the *Employment Standards Act, 2000*.

**24.4** The pregnancy leave of an employee who is entitled to take parental leave ends seventeen (17) weeks after the pregnancy leave began.

**24.5** The pregnancy leave of an employee who is not entitled to take parental leave ends on the later of the day that is seventeen (17) weeks after the pregnancy leave began or the day that is twelve (12) weeks after the birth, still-birth or miscarriage of the child.

**24.6** An employee who has given notice to end pregnancy leave may change the notice:

- (a) to an earlier date if the employee gives the Employer at least four (4) weeks written notice before the earlier date; or
- (b) to a later date if the employee gives the Employer at least four (4) weeks written notice before the date the leave was to end.

**24.7 Parental Leave:**

The Employer shall grant a leave of absence without pay in accordance with the *Employment Standards Act, 2000*, to an employee who has at least thirteen (13) weeks service with the Hospital and who is the parent of a child.

**24.8** Parental leave may begin:

- (a) no earlier than the day the child is born or comes into the custody, care and control of the parent for the first time; and,
- (b) no later than seventy-eight (78) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time.

- 24.9 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 a parent for the first time.
- 24.10 The employee shall provide written notice with the date to start the parental leave in accordance with the *Employment Standards Act, 2000*.
- 24.11 Parental leave ends sixty-one (61) weeks after it began for an employee who takes pregnancy leave and sixty-three (63) weeks after it began for an employee who did not take pregnancy leave. An Employee who has given notice to end parental leave may change the notice:
- (a) to an earlier date if the employee gives the Employer at least four (4) weeks written notice before the earlier date; or
  - (b) to a later date if the employee gives the Employer at least four (4) weeks written notice before the date the leave was to end.
- 24.12 **Employment Insurance Top-up:**
- An employee who is entitled to pregnancy and/or parental leave and who provides the Employer with proof that he or 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 Benefit Plan.
- 24.13 In respect of the period of pregnancy leave, payments made according to the Supplementary Employment Benefit Plan will consist of the following:
- (a) for the first week (the waiting period), payments equivalent to ninety-three percent (93%) of the actual weekly rate of pay for her classification and shall also include any increases in salary that she would have attained had she been at work during the leave of absence as they are, or would have been implemented; and
  - (b) for each week, up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly Employment Insurance benefits the employee receives for the week and any other salary earned by the employee during the week, and ninety-three percent (93%) of the actual weekly rate of pay for her classification and shall also include any increases in salary that she would have attained had she been at work during the leave of absence as they are, or would have been implemented; and,
  - (c) On production of proof that payments in accordance with employment insurance pursuant to the *Employment Insurance Act*

(Canada) have terminated, the employee shall be entitled to a further one (1) week of pregnancy leave with payment equivalent to ninety-three (93%) of the actual weekly rate of pay for the employee's classification and shall also include any increases in salary that the employee would have attained had they been at work during the leave of absence as they are, or would have been implemented. This further one (1) week of leave must be taken immediately after the date when EI benefits referenced in Article 24.13(b) have terminated and prior to returning to the workplace.

- (d) Where an employee takes parental leave in conjunction with pregnancy leave, Article 24.13(c) shall not apply.

24.14 In respect of the period of parental leave, payments made according to the Supplementary Employment Benefit Plan will consist of the following:

- (a) Where the employee serves the employment insurance waiting period, for one (1) week, payments equivalent to ninety-three percent (93%) of the actual weekly rate of pay for his or her classification, and shall also include any increases in salary that he or she would have attained had he or she been at work during the leave of absence as they are, or would have been, implemented; and,
- (b) for each week, up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly Employment Insurance benefits the employee receives for the week and any other salary earned by the employee during the week, and ninety-three percent (93%) of the actual weekly rate of pay for his or her classification, and shall also include any increases in salary that he or she would have attained had he or she been at work during the leave of absence as they are, or would have been, implemented; and,
- (c) On production of proof that payments in accordance with employment insurance pursuant to the *Employment Insurance Act* (Canada) have terminated, the employee shall be entitled to a further one (1) week of pregnancy leave with payment equivalent to ninety-three (93%) of the actual weekly rate of pay for the employee's classification and shall also include any increases in salary that the employee would have attained had they been at work during the leave of absence as they are, or would have been implemented. This further one (1) week of leave must be taken immediately after the date when EI benefits referenced in Article 24.14(b) have terminated and prior to returning to the workplace; or,

- (d) Where the employee served the waiting period in accordance with Article 24.13(a), has taken parental leave in conjunction with pregnancy leave, and on production of proof that payments in accordance with employment insurance pursuant to the Employment Insurance Act (Canada) have terminated, the employee shall be entitled to a further one (1) week of parental leave with payment equivalent to ninety-three percent (93%) of the actual weekly rate of pay for the employee's classification and shall also include any increases in salary that the employee would have attained had they been at work during the leave of absence as they are, or would have been implemented. This further one (1) week of leave must be taken immediately after the date when the EI benefits referenced in Article 24.14(b) have terminated and prior to returning to the workplace.

**24.15 Benefits and Pension Plans**

- 24.15.1 During pregnancy leave, parental leave and extended leave, an employee who participates in the Benefit Plans referred to in Articles 31 to 36 shall continue that participation unless the employee elects in writing not to do so.
- 24.15.2 Where an employee elects to continue to make their pension contributions under existing practice, pensionable service shall also accrue and the Employer shall continue to make its contributions.
- 24.15.3 Extended leave is only covered by this Article if the purpose of the extension is directly related to parental leave taken by a parent who is not eligible for pregnancy leave, or an adoptive parent.
- 24.16 Unless an employee gives the Employer written notice referred to in Article 24.15, the Employer shall continue to pay the premiums for the Benefit Plans in Articles 31 to 36 that the Employer was paying immediately before the employee's pregnancy leave, parental leave and extended leave and the employee shall continue to pay the premiums for the group insurance coverages that the employee was paying immediately before the pregnancy leave or parental leave.
- 24.17 An employee who took parental leave but not pregnancy leave is entitled, upon application in writing at least two (2) weeks prior to the expiry of the parental leave, to a consecutive leave of absence without pay and with accumulation of credits for not more than six (6) weeks.
- 24.18 An employee returning to work after pregnancy leave, parental leave or extended leave referred to in Articles 24.17 and 24.20 shall be reinstated to the position the employee most recently held with the Employer on a regular

and not a temporary basis, if the position still exists, or to a comparable position if it does not.

24.19 The Employer shall pay a reinstated person salary that is at least equal to the greater of;

- (a) the salary the employee was most recently paid by the Employer; or
- (b) the salary that the employee would be earning had the person worked throughout the leaves of absence referred to in Articles 24.2, 24.7, 24.17 or 24.20.

24.20 An employee who has worked less than thirteen (13) weeks with the Employer and becomes the parent of a child shall be granted upon request a leave of absence without pay and without accumulation of credits and service, under discretionary leave provisions of Article 23.2 (Leaves of Absence), for up to the following periods:

- (a) seventy-eight (78) weeks for an employee who would otherwise be eligible for pregnancy leave and parental leave under Articles 24.2 and 24.7; and,
- (b) sixty-nine (69) weeks for an employee who would otherwise be eligible for parental leave and extended leave only, under Articles 24.7 and 24.17.

If otherwise eligible, the employee is entitled to continue benefit coverage during the leave by paying both the employee's and the Employer's share of the premiums.

## **ARTICLE 25 - HEALTH AND SAFETY**

25.1 The Employer shall make reasonable provisions for the health and safety of employees during the hours of their employment. The Employer and the Association shall co-operate to the fullest extent possible in the prevention of accidents and in the reasonable promotion of health and safety of all employees.

- 25.1.1 (a) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Health and Safety Committee, one (1) representative selected or appointed by the Association from amongst bargaining unit employees.
- (b) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and



recommend actions to be taken to improve conditions related to safety and health.

- (c) The Hospital agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfil its functions. In addition, the Hospital will provide the Committee with reasonable access to all accident reports, health and safety records and any other pertinent information in its possession.
- (d) Any representative appointed or selected in accordance with (b) hereof, shall serve for a term of at least one (1) calendar year from the date of appointment. Time off for such representative to attend meetings of the Health and Safety Committee in accordance with the foregoing, shall be granted and any representative attending such meetings during their regularly scheduled hours of work, shall not lose regular earnings as a result of such attendance.
- (e) All time spent by a member of the Health and Safety Committee attending meetings of the Committee and carrying out their duties, shall be deemed to be work time for which the employee shall be paid by the Hospital at their regular rate and shall be entitled to such time from work as is necessary to attend scheduled meetings.

25.2 The Hospital shall provide, where required, appropriate safety equipment, protective clothing, and training in the use of such equipment or clothing. Employees shall use all safety equipment and protective clothing provided and shall participate in any related training programs.

25.3 Where safety footwear is required, the Safety footwear allowance shall be seventy-five (\$75) dollars for shoes or one hundred (\$100) dollars for boots paid once a year in November.

25.4 Where the Hospital identifies high risk areas where employees are exposed to infectious or communicable diseases for which there are available protective medications, such medications shall be provided at no cost to the employees.

## 25.5 **Influenza Vaccine**

25.5.1 Upon a recommendation pertaining to a facility or a specifically designated area(s) thereof from the Medical Officer of Health or in compliance with applicable provincial legislation, the following rules will apply:

- (a) The Hospital recognizes that employees have the right to refuse any recommended or required vaccination

- (b) If an employee refuses to take the recommended or required vaccine required under this provision, she or he will be reassigned during the outbreak period unless reassignment is not possible, in which case he or she will be placed on unpaid leave. If an employee is placed on unpaid leave, he or she can use banked lieu time or vacation credits in order to keep her or his pay whole. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- (c) If an employee refuses to take the recommended or required vaccine because it is medically contraindicated, and where a medical certificate is provided to this effect, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be placed on paid leave. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- (d) If an employee gets sick as a result of the vaccination, and applies for WSIB, the Hospital will not oppose the claim.
- (e) This article shall be interpreted in a manner consistent with the *Ontario Human Rights*

## ARTICLE 26 - TECHNOLOGICAL CHANGE

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

The Hospital agrees to discuss with the Association 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 the employees concerned including reassignment or training of affected employees.

Employees who are subject to layoff due to technological change will then be given notice of such layoff at the earliest reasonable time and in keeping with the requirements of the applicable legislation and the provisions of Article 27 will apply.

26.2 Where computers and/or new computer technology are introduced into the workplace that employees are required to utilize in the course of their duties, the Hospital agrees that necessary training will be provided at no cost to the employees involved.

## **ARTICLE 27 - JOB SECURITY**

### **27.1 Application**

- (a) Probationary employees shall have all rights under this Article, except bumping rights. Nothing in this Article shall be deemed to be recognition of seniority or continuous service for probationary employees for other purposes.
- (b) Temporary employees shall have notice entitlements under the Employment Standards Act, 2000, and shall be entitled to apply for competitions for twenty-four months after the date of layoff.
- (c) All employees who have received a notice of layoff and continue to have rights to direct assignment or recall rights must be given an opportunity to exercise those rights before the Hospital hires any new employees.

### **27.2 Layoff**

A “layoff” includes a temporary or permanent discontinuation of work or a reduction in hours of work of a position(s) due to a lack of work or reduction or discontinuation of services for any reason. In the event of a layoff, employees shall be laid off in the reverse order of seniority provided that the employees who are entitled to remain on the basis of seniority are qualified to perform the available work. Subject to the foregoing, probationary employees shall be first laid off.

### **27.3 Retirement and Voluntary Exit Allowance**

- (a) Before issuing a notice of layoff, the Hospital will make offers of early retirement allowance in accordance with the following conditions:
  - i) The Hospital will first make offers in order of seniority in the department(s) and in classification where layoffs would otherwise occur. The Hospital will offer the same number of early retirements as the number of layoffs it would otherwise make.
  - ii) The Hospital will make offers to employees eligible for early retirement under the Hospital pension plan (including regular part-time, if applicable, whether or not they participate in the hospital pension plan).
  - iii) If no employees in the department affected accept the offer, the Hospital will then extend the offer to other employees in

the same classification as that being affected in the bargaining unit in order of seniority.

- iv) The number of early retirements the hospital approves will not exceed the number of employees in that classification who would otherwise be laid off.

An employee who elects an early retirement will be entitled to pay in lieu of notice and severance in accordance with the provisions of this article.

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

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

An employee who elects a voluntary early exit option shall receive, following completion of the last day work, pay in lieu of notice and severance in accordance with the provisions of this article.

## **27.4 Notice of Layoff**

- 27.4.1 An employee who is subject to layoff shall receive not less than three (3) months notice in writing of the date of the layoff. The notice shall advise the

employee in writing of all options in accordance with Article 27, and shall advise the employee of any vacancy into which they will be directly assigned unless a pay in lieu option is exercised.

27.4.2 An employee who receives a notice of layoff shall have the following options provided they meet the eligibility requirements set out in this Collective Agreement:

1. Accept pay in lieu;
2. Accept a direct assignment into a vacant position;
3. Exercise bumping rights;
4. Work the notice period and be laid off at the expiration of the notice.

Employees may exercise the above options as follows:

1. Pay-in-lieu: Employees shall be eligible to accept pay-in-lieu at any time prior to the expiration of the notice period. Where an employee accepts pay-in-lieu after the commencement of the notice period, the pay-in-lieu shall be calculated from the from the last day of work until the end of the notice period.
2. Direct assignment: Employees shall be eligible for direct assignment from the time they receive a notice of layoff until either a) the expiration of recall rights, b) the time they accept pay in lieu, or c) the time they exercise bumping rights;
3. Bumping: Where no direct assignment has been identified, Employees shall be eligible to exercise a bumping option;
4. An employee who does not exercise bumping rights or take a pay-in-lieu option and is not directly assigned to a vacancy shall be laid off at the end of the notice period.

## 27.5 **Pay In Lieu Option**

27.5.1 An employee who accepts pay-in-lieu shall receive either:

- (a) a lump sum of three months' pay, plus severance as provided for in Article 27.9 payable as soon as possible, but not later than three pay periods following acceptance of the pay-in-lieu option, in which case all salary and benefit entitlements which would have accrued to the employee from the last day worked to the layoff date are forfeited; or
- (b) continuance of salary plus benefits (except STSP and LTIP) commencing on the date set out in Article 27.5.3 for the duration of

the notice period, plus severance as provided for in Article 27.9, paid out at the layoff date.

27.5.2 Where the employee advises the Employer of preferences for payment under Article 27.7.1 to ensure tax-effective treatment, the Employer will comply subject to requirements at law.

27.5.3 Where an employee accepts a pay-in-lieu option pursuant to this Article, the employee's last day at work shall be five (5) working days after the employee advises or is deemed to advise the Employer of the acceptance of a pay-in-lieu option, or such other period as the employee and the Employer shall agree.

27.5.4 Where an employee accepts a pay-in-lieu option pursuant to this Article, any further entitlements under this Agreement are forfeited with the exception that the employee will be eligible to apply for restricted competitions from the last day of work until twenty-four (24) months from the date on which layoff would otherwise have occurred.

27.5.5 Where an employee who accepts a pay-in-lieu option pursuant to this Article is awarded a position with the Employer prior to the originally projected layoff date, the employee will repay to the Employer a sum of money equal to the amount paid for the period between the date of recommencing work and the original projected layoff date. The employee's continuous service date, for all purposes except severance, shall be deemed to include both service up to last day of work and the accumulation of service after the date of recommencing work. The new continuous service date for severance purposes shall be the date on which the employee recommences work.

## 27.6 **Direct Assignment**

### 27.6.1 **Permanent Positions**

At the time of providing notice of layoff and throughout the notice period, the Employer shall identify any vacant positions within the employer. Employees receiving notice of layoff shall be offered, in order of seniority, direct assignment into any such vacant positions for which they meet the entry level qualifications.

An employee shall advise the Hospital whether it accepts the direct assignment within five (5) days of receiving notification of the vacancy.

### 27.6.2 **Temporary Positions**

The Employer shall identify any vacant temporary positions within the employer during the last two months of an employee's notice period.

Employees will be offered, in order of seniority, direct assignment into any such vacant temporary positions during that period, for which they meet the entry level qualifications. Employees who have received a notice of layoff will be eligible for direct assignment into temporary positions during the last two months of the notice period.

An employee shall advise the Hospital whether it accepts the direct assignment within five (5) days of receiving notification of the vacancy.

Employees who accept a temporary assignment shall continue to be eligible for direct assignment into a permanent position. Where no permanent direct assignment becomes available during the term of the temporary assignment, the employee shall be laid off at the end of the temporary assignment.

**27.6.3 Pay Administration**

An employee directly assigned into a vacancy with a maximum salary that is lower than their current level of pay, shall retain his or her existing salary until the expiration of the notice period, after which the pay administration rules in Article 19 shall apply.

**27.7 Bumping**

The Employer shall identify any bumping option for employees receiving a notice of layoff, and all employees who are bumped by employees with greater seniority. In identifying bumping options, the employer shall look for permanent AMAPCEO unit positions occupied by less senior employees, for which the employee meets the entry level requirements.

An employee who is bumped shall be laid off and entitled to notice of layoff as soon as practicable and shall be entitled to exercise all rights afforded to employees upon layoff under the Collective Agreement.

**27.8 Recall Rights**

27.8.1 All employees who are laid off from employment shall have recall rights, including the right to be directly assigned into any vacancies pursuant to Article 27.6, for a period of twenty-four (24) months from the date of layoff.

27.8.2 The pay administration provisions of Article 19 shall apply to an employee recalled to work pursuant to this Article.

27.8.3 An employee recalled to employment shall advise the employer of their intention to return to work within seven (7) days of receipt of the recall notice

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and shall return to work within two (2) weeks of being notified or on a date that is mutually agreeable between the employee and the hospital.

- 27.8.4 An employee who is recalled to employment pursuant to this provision shall retain their accrued service pursuant to Article 16 for all purposes save and except with respect to the accrual of severance.

### 27.9 **Severance**

An employee who is laid off shall receive one (1) week of salary for each year of service, up to a maximum of 26 weeks.

### 27.10 **Enhanced Severance**

In addition to the severance entitlement in Article 27.9, an employee who is laid off shall receive one (1) additional week of salary for each year of service, with no maximum.

### 27.11 **Labour Adjustment & Training**

- 27.11.1 Employees who have accepted a layoff and who are not eligible for direct assignment shall be eligible for an allowance of up to three thousand (\$3000.00) for education, training or job search, upon production of receipts from an approved educational program or a career counselling or job search provider, within twelve (12) months of the last day worked.

- 27.11.2 When a direct assignment takes place, employees shall not be unreasonably denied the opportunity to complete any portion of training already underway.

## **ARTICLE 28 - Temporary Employee Benefits**

- 28.1 A fulltime temporary employee shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or in part by the Hospital, as part of direct compensation or otherwise, including holiday pay, save and except salary, vacation pay, jury and witness duty, bereavement leave, and pregnancy and parental supplemental unemployment benefits) an amount equal to fourteen percent (14%) of their regular straight time hourly rate for all straight time hours paid. For full-time temporary employees who are members of HOOPP the percentage in lieu of fringe benefits is ten percent (10%).



## ARTICLE 29 - HOLIDAYS

29.1 An employee shall be entitled to the following paid holidays each year:

New Year's Day	Labour Day
Family Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	

An employee shall also be entitled to any special holiday as proclaimed by the Governor General or Lieutenant Governor.

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

- (a) legitimate illness or accident which commenced within a month of the date of the holiday;
- (b) vacation granted by the Hospital;
- (c) the employee's regular scheduled day off;
- (d) a paid leave of absence provided the employee is not otherwise compensated for the holiday.

29.2 Where a holiday specified in Article 29.1 falls on a Saturday or Sunday, or when any two of them fall on a successive Saturday and Sunday, the holiday(s) shall be scheduled on the next following regular working day(s) that is not itself a listed holiday.

29.3 Article 29.2 does not apply to New Year's Day, Canada Day, Remembrance Day, Christmas Day and Boxing Day in respect of an employee whose work schedule is subject to rotating work weeks that include scheduled week-end work on a regular or recurring basis.

29.4 Where an employee is scheduled to work on one of the holidays listed in Article 29.1 and is unable to do so because of illness, or absence on Workers' Compensation, there will be no deduction from the employee's Short-Term Sickness Plan or accumulated credits, and the holiday will be deemed to have been taken

- 29.5 Where one of the holidays listed in Article 29.1 falls on a day when an employee is not at work due to illness, vacation or other authorized leave, the day shall not be deducted from the employee's sick leave or vacation credits.
- 29.6 An employee required to work on any holiday specified in Article 29.1 is entitled to a compensating day as a holiday in lieu thereof.

## **ARTICLE 30 - VACATION**

- 30.1 An employee shall earn vacation credits at the following rates:
- (a) One and one-quarter (1-1/4) days per month during the first eight (8) years of continuous service (15 days per full calendar year);
  - (b) One and two-thirds (1-2/3) days per month after eight (8) years of continuous service (twenty (20) days per full calendar year);
  - (c) Two and one-twelfth (2-1/12) days per month after fourteen (14) years of continuous service (twenty-five (25) days per full calendar year);
  - (d) Two and one-half (2-1/2) days per month after twenty-three (23) years of continuous service (thirty (30) days per full calendar year);
  - (e) two and eleven twelfths (2 11/12) days per month after thirty (30) years of continuous service (thirty five (35) days per full calendar year);
  - (f) Where an employee has completed twenty-five years of continuous service there shall be added to the employee's accumulated vacation, on that occasion only, five days' vacation.
- 30.2 An employee is entitled to vacation credits under Article 30.1 in respect of a month or part thereof in which the employee is at work or on leave of absence with pay.
- 30.3 An employee is not entitled to vacation credits under Article 30.1 in respect of a whole month in which the employee:
- (a) is on leave of absence without pay; or
  - (b) receives benefits under the Long Term Income Protection Plan, unless the employee is in rehabilitative employment.

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- 30.4 Where any employee is absent by reason of an injury or occupational disease for which an award is made under the *Workplace Safety and Insurance Act, 1997*, they shall continue to accrue vacation credits for the full period of such leave.
- 30.5 An employee shall be credited with his or her vacation credits for each year on the 1st day of January in the year, including any increase in entitlements due to occur during the year.
- 30.6 An employee may accumulate vacation credits to a maximum of twice his or her annual vacation credits, but shall be required to reduce this accumulation to a maximum of one (1) year's entitlement by December 31 of each year.
- 30.7 Where an employee is prevented from reducing his or her accumulated credits under Article 30.6 as a result of,
- (a) an injury for which an award is granted under the *Workplace Safety and Insurance Act, 1997*;
  - (b) a total disability; or
  - (c) an extraordinary requirement of the Employer,
- the Employer shall grant to the employee, at his or her request, a leave of absence with pay to replace the vacation credits.
- 30.8 An employee commencing employment during the year shall be credited at that time with vacation credits calculated in accordance with Article 30.1, for the balance of the calendar year.
- 30.9 An employee, with the approval of his or her manager or designee, may take vacation to the extent of his or her vacation entitlement and his or her accumulated vacation credits shall be reduced by the vacation taken. Such approval will be subject to operational requirements, but it is also agreed that such approval will not be unreasonably withheld.
- 30.10 An employee who completes twenty-five years of continuous service on or before the last day of the month in which the employee attains sixty-four years of age is entitled, after the end of that month, to five days of pre-retirement leave with pay.
- 30.11 Where an employee leaves the Hospital prior to the completion of six months of continuous service, he or she is entitled to vacation pay at the

rate of 4 per cent of the earnings of the employee during the period of his or her employment.

- 30.12 An employee who has completed six or more months of continuous service in the Hospital shall be paid, in an amount computed at the rate of the employee's last regular salary, for any unused vacation standing to the credit of the employee at the date he or she ceases to be an employee.
- 30.13 An employee who has completed six or more months of continuous service in the Hospital is entitled, upon request by the employee, to be paid, in an amount computed at the rate of the employee's last regular salary, for any unused vacation standing to the credit of the employee at the date on which he or she qualifies for payments under the Long Term Income Protection plan.
- 30.14 Where an employee ceases to be an employee, there shall be deducted from the employee's accumulated vacation credits an amount in respect of the whole months remaining in the year after the person ceases to be an employee computed at the rate set out in Article 30.1.
- 30.15 Vacation taken in excess of the vacation credits to which an employee is entitled on the date the employee ceases to be an employee shall be deducted from any salary to which the employee may be entitled.
- 30.16 As soon as practicable following the end of each quarter of the year, information regarding the number of vacation and other credits to which he or she is entitled shall be made available to each employee directly or where the information is available to the employee electronically, this shall be sufficient.

## **ARTICLE 31 - BENEFIT PLANS FOR FULL-TIME EMPLOYEES**

### **Benefits - General**

- 31.1 "Benefit Plans" in Articles 31-36 means the Basic Life Insurance Plan, the Supplementary & Dependent Life Insurance Plan, the Supplementary Health and Hospital Insurance Plan, (including vision and hearing aid coverage), the Dental Plan, and the Long Term Income Protection Plan in force as of September 1, 1997 with the Great West Life Assurance Company or any successor Plan.
- 31.2 Subject to the provisions of this Agreement, the benefits contained in the Benefit Plans as they were constituted on September 1, 1997 shall be provided to full-time employees on the same terms and conditions as were

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in place on September 1, 1997. These benefits and terms and conditions may only be altered by mutual agreement of the parties.

- 31.3 During leaves-of-absence with pay, full benefit coverage will continue. The Employer and employee will continue to pay the applicable premiums.
- 31.4 During pregnancy and parental leave, an employee who participates in any Benefit Plan may continue to do so unless he or she elects in writing not to do so. Unless an employee gives the Employer this written notice, the Employer and the employee shall continue to pay the applicable premiums.
- 31.5 The benefits contained in the Benefit Plans are supplemented by the provisions of Articles 32 - 36. Where a conflict exists between the provisions of a Benefit Plan and this Agreement, the provisions of this Agreement shall prevail.
- 31.6 Where an existing Hospital employee permanently moves into or from a position not covered by a Benefit Plan (as defined in Article 31.1) coverage for Basic, Supplementary and Dependent Life Insurance shall continue without there being any requirement for the employee to provide evidence of insurability. In addition, in the case of a bargaining unit employee moving to a permanent position not covered by the Benefit Plans, coverage under the Benefit Plans shall cease on the date on which coverage under any new insurance plan covering the employee in the new permanent position commences. In the case of existing Hospital employees moving into a permanent position covered by the Benefit Plans, coverage shall commence on the date on which coverage under any previous insurance plans ceases.
- 31.7 Employees are entitled to a full explanation from the Carrier(s) when claims are refused under a Benefit Plan.
- 31.8 Family coverage for the following benefits shall include coverage for same sex partners: Supplementary and Dependant Life Insurance (Article 33), Supplementary Health and Hospital Insurance (Article 34), Dental Plan (Article 35).
- 31.9 The employee's share of the annual Employment Insurance (EI) rebate will be retained by the Employer towards offsetting the cost of the benefits contained in this Agreement.

## ARTICLE 32 - OMIT

### **ARTICLE 33 - LIFE INSURANCE**

- 33.1 The Employer shall pay one hundred percent (100%) of the monthly premium for basic life insurance coverage for full-time employees covered by this Collective Agreement.
- 33.2.1 Employees, at their option, are entitled to purchase supplementary and/or dependent life insurance. Employees must pay the full premium for this coverage.
- 33.2.2 Supplemental life insurance will terminate at the earlier of the end of the calendar month in which employment ceases, or the date the employee ceases paying the premium for supplementary life insurance.
- 33.2.3 Dependent life insurance will terminate at the earlier of the end of the calendar month in which employment ceases, or the date a dependent ceases to be an eligible dependent, or the date the employee ceases paying the premium for dependent life insurance.
- 33.3 Where on termination of employment there is a right to convert life insurance into another form of life insurance policy, the Employer shall advise all terminating employees of their right to make this conversion in writing prior to the employee's last day of employment.

### **ARTICLE 34 - SUPPLEMENTARY HEALTH AND HOSPITAL INSURANCE**

- 34.1 The Employer shall pay one hundred percent (100%) of the monthly premiums for the basic Supplementary Health and Hospital Insurance for all employees covered by this Collective Agreement. Where an employee chooses, the employer shall pay eighty per cent (80%) of the monthly premiums for vision coverage and sixty per cent (60%) for hearing aid coverage, which shall continue to be a combined benefit under the Supplementary Health and Hospital Insurance Plan. The employee shall pay the remaining twenty and forty percent (20% and 40%), respectively, of the monthly premiums through payroll deduction.
- 34.2 The Supplementary Health and Hospital Insurance Plan shall include reimbursing employees for the following:
- (a) ninety percent (90%) of the cost of all prescription drugs that by law require a physician's prescription, including injectable drugs, and medicines prescribed by a licensed physician or other licensed health professional who is legally authorized to prescribe such drugs, and dispensed by a licensed pharmacist or by a physician legally

authorized to dispense such drugs and medicine. For clarity, life-sustaining drugs or medicines shall continue to be covered on the same basis as under the previous collective agreement. Provided that a generic drug is listed in the Canadian Pharmaceutical Association Compendium of Pharmaceuticals and Specialties, reimbursement for drugs covered by the Plan will be based on the cost of the lowest priced generic version of the drug that the dispensing pharmacist can readily provide, unless the prescribing physician or health professional stipulates no substitution, in which case the reimbursement will be based on the cost of the drugs prescribed.

- (b) Reimbursement for hospital care for private or semi-private room and board shall be up to one hundred and twenty dollars (\$120.00) per day beyond the cost of standard ward care.
- (c) one hundred percent (100%) of the cost of diagnostic procedures, and radiology;
- (d) vision and hearing aid coverage shall include reimbursing employees for the following, subject to a ten dollar (\$10) deductible per person per calendar year, to a maximum of twenty dollars (\$20) per family per calendar year. Vision and hearing aid coverage shall be reimbursed:
  - (i) up to four hundred and fifty dollars (\$450) per person in any consecutive twenty-four month period following the date the expense is incurred, for the purchase, fitting or repair of spectacle lenses, frames or contact lens prescribed by an Ophthalmologist or Optometrist, or laser eye correction surgery performed by a licensed practitioner providing services within the scope of their license.
  - (ii) up to twenty-five hundred (\$2500.00) dollars per person in a five (5) year period for the purchase and/or repairs of hearing aids (excluding batteries) prescribed by a physician certified as an otolaryngologist or by a qualified audiologist.
- (e) paramedical services include the following coverage per employee and each of their dependants:
  - (i) the services of an acupuncturist, at the rate of fifty dollars (\$50) per visit, to an annual maximum of twelve hundred dollars (\$1200);

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- (ii) the services of a speech therapist, at the rate of fifty-five dollars (\$55) per half hour, to an annual maximum of fourteen hundred dollars (\$1400);
  - (iii) the services of a chiropractor, osteopath, naturopath, podiatrist, chiropodist, physiotherapist and registered massage therapist, if licensed and practicing within the scope of their license to a maximum of fifty dollars (\$50) per visit for each visit not subsidized by OHIP and to an annual maximum of twelve hundred dollars (\$1200) for each type of service.
- (f) the services of a psychologist, at the rate of fifty-five dollars (\$55) per half hour, to an annual maximum of fourteen hundred dollars (\$1400). Coverage shall also include services rendered by a social worker with a Master's Degree in Social Work, where such services are equivalent to the services that would otherwise be provided by a psychologist;
- (g) Orthopaedic Shoes: Custom-made orthopaedic shoes, or modifications to stock, off-the-shelf orthopaedic shoes, specifically designed and constructed for the employee or dependent (or have been modified to accommodate the person's particular medical needs) when prescribed by a physician, podiatrist or chiropodist are covered at seventy-five percent (75%) of the cost or repair per year to a maximum of five hundred dollars (\$500) per year;
- (h) Orthotic Appliances: Corrective shoe inserts specifically designed and constructed for the employee or dependent and prescribed by a physician, chiropractor, podiatrist or chiropodist are covered at one hundred percent (100%) of the cost or repair per year to a maximum of five hundred dollars (\$500) per year;
- (i) The Supplementary Health & Hospital Plan includes coverage for Diabetic Pumps and Supplies as follows:
  - (i) Purchase of Insulin Infusion Pumps to a maximum of two thousand five hundred dollars (\$2,500) every 5 years per person.
  - (ii) Purchase of Insulin Jet Injectors (e.g. Medi-injectors, preci-jets) to a maximum of one thousand dollars (\$1,000), every five years per person.
  - (iii) Purchase and/or repair of one Blood Glucose monitoring machine per consecutive four (4)-year period to a maximum of four hundred (\$400) per person.



- (iv) 100% of the purchase of supplies required for the use of the above referenced diabetic appliances (Insulin will continue to be reimbursed as an eligible drug, not through this article).

34.3 If the coverage of an employee or an employee's dependent for Supplementary Health and Hospital Insurance terminates when the employee or the dependant is pregnant, benefits shall be payable for pregnancy related expenses until the date of the baby's delivery.

34.4 Coverage for Employees who are Totally Disabled

Where a totally disabled employee is not eligible for the Long Term Income Protection Plan, the employee's Supplementary Health and Hospital Insurance coverage shall continue so long as the employee is receiving benefits under the Short Term Sickness Plan or is using accumulated credits, or beyond that point, if the employee chooses to pay the full premium for continued coverage. In such cases, if the employee is subsequently approved for benefits under the Long Term Income Protection Plan, the employee will be reimbursed for any premiums paid directly by the employee.

34.5 Coverage for Dependents of Deceased Employees

The Supplementary Health and Hospital Insurance coverage of eligible dependents of a deceased employee shall continue for one (1) year from the date of the death of the employee.

## ARTICLE 35 - DENTAL PLAN

35. Reimbursement of Dental Expenses

35.1 The Employer shall pay one hundred percent (100%) of the monthly premiums for basic dental care services, denture services, orthodontic services and major restorative services for all full-time employees covered by this agreement.

35.2 Employees shall pay the cost of dental care directly and the insurance carrier shall reimburse the employee, based on the current Ontario Dental Association fee schedule at the time the dental work is performed, at the following percentages:

- (a) eighty-five percent (85%) for basic dental care services, which includes the following coverage:

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- (i) pit and fissure sealant treatment shall be added to the Plan for eligible dependant children; and
  - (ii) the dental recall period shall be extended to nine (9) months except for dependant children age twelve (12) and under.
- (b) fifty percent (50%) for denture services with a lifetime maximum amount payable of three thousand dollars (\$3,000) per person;
- (c) fifty percent (50%) for orthodontic services for dependent children between the ages of six (6) and eighteen (18) with a lifetime maximum amount payable of three thousand dollars (\$3,000) per child;
- (d) fifty percent (50%) for major restorative services with an annual maximum amount payable of two thousand dollars (\$2,000) per person.

### 35.3 Coverage for Dependants of Deceased Employees

The Dental Plan coverage for eligible dependents of a deceased employee shall continue for one (1) year from the date of the death of the employee.

## ARTICLE 36 - LONG TERM INCOME PROTECTION

- 36.1 The Employer shall pay eighty-five percent (85%) of the monthly premium costs for every full-time employee who is eligible for coverage subject to Article 36.5.2 and the employee shall pay the balance of the premium costs through payroll deduction.
- 36.2 Effective December 31, 1993 and annually thereafter, the total monthly payment of LTIP under the Plan shall be increased by up to 2% based on the average annual increase in the Ontario Consumer Price Index (CPI) as published by Statistics Canada each January.
- 36.3 Where the Employer is paying all or part of the premiums for an employee who participates in one or more of the Benefit Plans and the employee is approved for benefits under the Long-term Income Protection Plan, the employee's coverage under the Plans shall continue at the Employer's cost in respect of the time for which the employee is receiving or is qualified to receive LTIP benefits. In addition, the Employer will make all pension contributions on behalf of the employee and on its own behalf in respect of the time for which the employee is receiving or is qualified to receive LTIP benefits.

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- 36.4.1 The LTIP benefits commence after a qualification period of six (6) months from the date the employee becomes totally disabled, unless the employee elects to continue to use accumulated attendance credits on a day-to-day basis after the six (6) month period.
- 36.4.2 The LTIP coverage will terminate on the earliest of the following:
- (a) at the end of the calendar month in which the employment ceases;
  - (b) the end of the calendar month an employee attains the age of sixty-four (64) years and six (6) months;
  - (c) the date an employees enters the armed forces of any country on a full-time basis;
  - (d) the first of the month following the commencement of an employee's approved leave of absence without pay where the employee does not elect to pay the required premium.
- 36.4.3 The LTIP benefits payments continue until the earliest of:
- (a) the employee ceases to be totally disabled as defined in the plan;
  - (b) death;
  - (c) the date on which the employee attains the age of sixty-five (65) years.
- 36.5 Rehabilitative employment for employees receiving LTIP benefits, whether with the Hospital or another Employer, shall be available in keeping with the existing practice. In arranging such employment, the Employer will take into account the employee's training, education and experience.
- 36.6 The Employer shall not permanently fill the position of an employee during the qualifying period and the first twenty-four (24) months of the benefit period.
- 36.7 Where, during the benefit period, the employee is able to perform the essential duties of his or her position and the position has not been declared surplus, he or she shall resume work, as directed by the Employer, within two weeks of the date that LTIP benefits cease. Where, for accommodation reasons, an employee cannot be returned to his or her position within the two week period, the Employer shall grant a leave of absence with pay pending the completion of the accommodation requirements, but in no event shall the leave of absence with pay exceed three months. The employee shall return to work, when accommodations are completed, on the date

specified by the Employer. In order to be eligible for leave of absence with pay, the employee shall co-operate with the Employer regarding the return-to-work arrangements.

- 36.8.1 When an employee who has been receiving or was eligible to receive LTIP benefits is deemed able to perform the essential duties of his or her position but the position is no longer available due to the application of Article 36.7, the employee shall have all rights and entitlements under Article 27. Where no direct assignment, bump or early retirement/voluntary exit option is identified for and/or chosen by the employee on his or her return, he or she shall be eligible immediately for a temporary assignment, if available (despite Article 27.6.2 limiting eligibility for temporary assignments). The employee will be eligible for one temporary assignment only. If the employee refuses the offer of a temporary assignment, no further temporary opportunities will be sought for him or her.
- 36.8.2 The temporary assignment can be extended at the Employer's discretion except as limited by Article 18.7.2. Time spent on the temporary assignment does not constitute a hiatus in the employee's notice period. Therefore, should no direct assignment be found for the employee, his or her employment ends at the termination of either the notice period or the temporary assignment, whichever is later. The employee will receive salary protection, if applicable, only during the three (3) month notice period.
- 36.9 A record of employment, if required in order to claim Employment Insurance sickness and disability benefits, will be provided to an employee and this document shall not be considered as termination of employment.

#### **ARTICLE 37 - SHORT TERM SICKNESS PLAN**

- 37.1 A full-time employee who is unable to attend to his or her duties due to sickness or injury is entitled, in each calendar year, to leave of absence,
- (a) with regular salary for the first six (6) working days; and
  - (b) with seventy-five percent (75%) of regular salary for an additional one hundred and twenty-four (124) working days.
- 37.2 An employee is not entitled to a leave of absence with pay under this Article until after completion of, in the case of a full-time employee, twenty (20) consecutive working days of employment.
- 37.3 An employee who is on leave of absence with pay under this Article that commences on a regularly scheduled working day in one (1) calendar year and continues to include a regularly scheduled working day in the next

following year is not entitled to leave of absence with pay under this Article for a greater number of working days than are permitted under Article 37.1 in the two (2) years until the employee has again completed the service requirement described in Article 37.2.

37.4 An employee who was on leave of absence with pay under this Article for the number of days in a year permitted under Article 37.1 is not entitled to leave of absence with pay under this Article in the following year until the employee has again completed the service requirement described in Article 37.2.

37.5 The pay of an employee under this Article is subject to,

- (a) all deductions for Benefit Plans coverages referred to in Articles 31 to 36 of the Agreement and under the Pension Plan that would otherwise be made from the pay; and,
- (b) all contributions that would otherwise be made by the Employer in respect of the pay, and such deductions and contributions shall be made as though the employee were receiving the employee's regular salary.

37.6 Information regarding the use of Short Term Sickness Plan days shall be available pursuant to Article 30.16.

#### **Use of Accumulated Credits**

37.7 Accumulated credits includes vacation credits, compensation option credits, and compensating time off.

37.7.1 An employee who is on leave of absence and receiving pay under Article 37.1(b) is entitled, at the employee's option, to have sufficient credits deducted from the employee's accumulated credits for each day to which Article 37.1(b) applies and to receive regular salary for each such day.

37.7.2 An employee who is absent from employment due to sickness or injury beyond the total number of days leave of absence with pay provided for in Article 37.1 shall have his or her accumulated attendance credits reduced by a number of days equal to the number of days of such absence and is entitled to leave of absence with pay on each such day.

37.7.3 Article 37.7.2 does not apply to an employee who qualifies for and elects to receive benefits under the Long Term Income Protection Plan instead of using his or her accumulated attendance credits.

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- 37.8 After seven (7) consecutive calendar days absence caused by sickness or injury, no leave with pay shall be allowed unless a certificate of a legally qualified medical practitioner is forwarded to the employee's manager or designee, certifying that the employee is unable to attend to official duties.
- 37.9 Despite Article 37.8, where the Employer has reason to suspect that there may be an abuse of sick leave, the Manager may require an employee to submit a medical certificate, at the Employer's expense, for any period of absence.
- 37.10 Where, for reasons of health, an employee is frequently absent or unable to perform his or her duties, the Employer may require him or her to submit to a medical examination at the expense of the Employer. The employee and Employer shall attempt to come to agreement on a qualified medical practitioner to perform the examination. When agreement is not reached, the employee may choose a qualified medical practitioner from the referral service of the College of Physicians and Surgeons. If the employee fails to make such a choice within one (1) week of receiving referrals, the Employer may choose a qualified medical practitioner from the same referrals.
- 37.11 For the purposes of this Article, the service requirement in Article 37.2 shall not include vacation leave of absence or any leaves without pay, but days worked before and after such leaves shall be considered consecutive. However, days worked before and after any leave of absence with or without pay due to an employee's illness or injury are not considered to be consecutive. Leaves with pay (other than for vacation, education, illness or injury) and statutory holidays are included in the determination of such service.

### **ARTICLE 38 - PENSIONS**

- 38.1 As of December 15, 2008, the Hospital is a participating employer of the Healthcare of Ontario Pension Plan ("HOOPP"). As per HOOPP plan terms and conditions, any full-time employee as of that date or thereafter shall join HOOPP as a condition of employment. Any temporary employee as of that date or thereafter shall have the option to join HOOPP in accordance with the HOOPP plan terms and conditions.

### **ARTICLE 39 - WORKERS' COMPENSATION**

- 39.1 An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Worker's Compensation for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit

the employee would receive from Workers' Compensation if the employee's claim was approved, or the benefit to which the employee would be entitled under the short term sick plan (Article 37). An Employee shall be allowed to top up to 100% of salary by using available vacation or lieu credits upon request.

- 39.2 Payment by the Hospital will be provided only if the employee's absence is approved pursuant to Article 37 and the employee provides a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by The Workplace Safety and Insurance Board.
- 39.3 If the claim for Workers' Compensation is not approved, the monies paid to the employee as per article 39.01 will be applied towards the benefits to which the employee would be entitled under the short term sick plan.

#### **ARTICLE 40 - MEAL ALLOWANCE**

- 40.1 In accordance with the Employer's policy, the reimbursement rate for meals incurred shall be:
- Less than 24 hours:
- |           |         |
|-----------|---------|
| Breakfast | \$8.75  |
| Lunch     | \$11.25 |
| Dinner    | \$20.00 |
- More than 24 hours:
- Daily Amount: \$60.00
- 40.2 To the extent that provisions of this article are improved by changes for any employee group, then those amounts will apply.

#### **ARTICLE 41 - KILOMETRIC RATES AND USE OF PRIVATE VEHICLE**

- 41.1 If an employee uses his or her own vehicle on the Employer's business, he or she shall be reimbursed in accordance with the Hospital's policy, but the rate of such reimbursement shall not be less than 45 cents/km.
- 41.2 To the extent that provisions of this article are improved by changes for any employee group, then those amounts will apply.

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- 42.3 The Employer agrees that the use of privately owned vehicles on the Employer's business is not a condition of employment.

### **ARTICLE 42 - OMIT**

### **ARTICLE 43 - SALARY**

- 43.1 Effective April 1, 2023, the job evaluation salary grid attached shall be implemented and all salary rates in effect on March 31, 2023 will be revised to provide for an increase of 3.5% across the board.
- 43.2 Effective April 1, 2024, all salary rates in effect on March 31, 2024 will be revised to provide for an increase of 3% across the board.
- 43.3 Effective April 1, 2025, all salary rates in effect on March 31, 2025 will be revised to provide for an increase equal to the April 1, 2025 across the board increase negotiated between the Employer and OPSEU Local 329.
- 43.4 The Employer shall pay all retroactive monies owing for salaries within a reasonable time period following ratification of the collective agreement by the parties, but in no event later than 60 days from the date of ratification unless agreed to by the parties. New salary rates shall be implemented at the same time.

### **ARTICLE 44 - GRID PROGRESSION**

- 44.1 Full-time employees will progress annually on the salary grid on their anniversary date unless on an unpaid leave of absence exceeding 30 days.
- 44.2 Temporary employees will accumulate service for purposes of progression on the salary grid, on the basis of one (1) year of service for each 1885 hours worked. Notwithstanding this provision, the calculation of service for purposes of progression on the salary grid will include service accrued during a pregnancy or parental leave on the basis of seniority accrual during such leaves.

### **ARTICLE 45 - HOURS OF WORK**

- 45.1 The hours of work shall be 36.25 hours per week.
- 45.1.1 Where the Employer authorizes an employee to work in excess of 7.25 hours on a regularly scheduled work day or 72.5 hours in a pay period, the



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employee shall receive compensating leave of one and one-half (1.5) hours for each hour worked in excess of 7.25 hours on a regularly scheduled work day or 72.5 hours in a pay period.

- 45.1.2 Where the Employer authorizes an employee to work on his or her day off, the employee shall receive compensating leave of one and one-half (1.5) hours for each hour worked.
- 45.1.3 For the purposes of calculating an employee's entitlement, a period worked in excess of fifteen (15) minutes will be rounded to the next half hour.
- 45.2.1 Where an employee accumulates compensating leave, such leave shall be taken at a time mutually agreed upon. The employer will not unreasonably withhold such agreement.
- 45.2.2 Where at the end of the calendar year an employee has remaining accumulated compensating leave, the employee and manager shall endeavour to agree on the scheduling of such compensating leave in an effort to utilize the compensating leave by March 31st, and neither the employer nor employee will unreasonably withhold agreement. Failing agreement, the Employer shall reasonably determine the time of the compensating leave.
- 45.2.3 Compensating leave accumulated in a calendar year which is not used before March 31st of the following year, shall be paid, on a lump sum basis, at the rate it was earned. An employee may be paid, on a lump sum basis, for compensating leave prior to March 31st where the employee and his or her manager so agree. On termination of employment, or on an employee assuming a permanent position outside the bargaining unit, an employee who has not used all of his or her compensating leave earned under this article shall be paid, on a lump sum basis, for all remaining compensating leave hours. The lump sum payment will not increase the base salary for any purpose.
- 45.2.4 There shall be no duplication or pyramiding of any premium payments or compensating leave provided by the Collective Agreement.
- 45.3 An employee shall not be considered to be working overtime merely because they are carrying an Employer provided electronic device.
- 45.4 **Recording:** Compensating leave earned under this article will be added to the employee's accumulated compensating leave bank within 6 (six) weeks of the pay period within which the employee had properly submitted the required documentation to his or her manager.

## **ARTICLE 46 - ALTERNATIVE WORK ARRANGEMENTS**

- 46.1 Alternative Work Arrangements (AWAs) include: compressed work week, flexible hours, job sharing and telecommuting. AWAs may be entered into by mutual agreement between an employee and his or her manager. In considering any AWA, the manager will consider, in good faith, both the employee's request and the operational viability of the AWA for the work site. A manager's approval of an alternative work arrangement shall not be unreasonably withheld.
- 46.2 Where a manager seeks to cancel or amend an AWA, the manager shall provide notice to the affected employee(s) in writing at least six (6) weeks prior to the proposed cancellation or amendment.
- 46.3 Where an employee submits a written request for an AWA, the manager shall respond to such request in a timely manner. Where it is denied, written rationale will be provided.

## **ARTICLE 47 - CALL BACK AND ON CALL**

### **Call Back**

- 47.1 An employee who is called back to work after leaving the Hospital premises (outside of their regular scheduled hours) shall be paid a minimum of no less than four (4) hours' pay at double time (2x) their regular straight time hourly rate for work performed. In the event that such four (4) hour period overlaps and extends into the employee's regular shift, they will receive the four (4) hour payment at double time (2x) as well as their regular hourly rate for the remaining hours of their regular shift.
- 47.2 Call-back pay shall cover all calls within the minimum four (4) hour period provided for under Article 51.1. If a second call takes place after four (4) hours have elapsed from the time of the first call, it shall be subject to a second call-back premium, but in no case shall an employee collect two (2) call-back premiums within one (1) such four (4) hour period.

### **On Call**

- 47.3 Employees required to be on standby (on-call) for call-back duty pursuant to hours other than those regularly scheduled hours shall be paid at the rate of three dollars and thirty cents (\$3.30) per hour of standby time. Where such standby falls on any of the designated holidays listed in the Collective Agreement, the employee shall be paid at the rate of four dollars and ninety (\$4.90) per hour of standby time. Hours worked during a call-back shall be deducted from hours for which the employee receives standby pay.

However, an employee shall be entitled to a minimum of five dollars (\$5.00) for each eight (8) hour period on standby even if called back to work.

- 47.4 Employees will be on call/subject to call back on a rotating basis. The on call/call back opportunities will be distributed equitably.

#### **ARTICLE 48 - COMPENSATION OPTION CREDIT**

- 48.1 An employee is entitled to accumulate compensation option credits in each year for the portion of the year during which he or she is an employee at the rate of,
- (a) six twelfths (6/12) of one (1) credit per month in the year, if the employee is a full-time employee, and
  - (b) that portion of six twelfths (6 /12) of one (1) credit per month in the year that is equal to the portion that the employee's regularly scheduled hours of work bear to full employment, if the employee is a part-time employee.
- 48.2 The compensation option credits that an employee is entitled to accumulate in a year under Article 48.1 shall be credited to the employee on the 1st day of January in the year or on the day in the year when the employee first becomes an employee, whichever is later.
- 48.3 From the compensation option credits credited to an employee in a year in accordance with article 48.1 and 48.2 there shall be deducted, to a maximum of the credits credited to the employee in the year, credits at the rate set out in article 48.1 (a) or (b), as the case requires for,
- (a) each whole month in the year throughout which the employee is on leave of absence without pay;
  - (b) each whole month in the year throughout which the employee receives benefits under the Long Term Income Protection Plan;
  - (c) each whole month in the year throughout which the employee receives benefits under an award made under the Workplace Safety and Insurance Act, 1997, if that month is after the first six months for which the employee received benefits under that award, and if the employee is into receiving payment for accumulated attendance credits or accumulated vacation credits in that month;
  - (d) each whole month in the year after the month in which the employee ceases to be an employee;

- (e) each whole month in the year throughout which the employee is on a leave of absence with pay or the month in the year, if less than the whole month in which the leave of absence with pay ends, and
- (f) any month wholly comprised of consecutive periods of less than a month for which credit would be deducted under sections 48.3 (a) to (e) if the periods were whole months.

48.4 With the approval of the employee's manager, an employee may take leave of absence with pay in respect of some or all of the employee's accumulated compensation option credits at the rate of one day of leave of absence with pay for each compensation option credit to which the employee is entitled, and the employee's accumulated compensation option credits shall be reduced by the leave of absence with pay taken.

48.5 Each or part thereof by which a leave of absence with pay taken by a person under Article 48.4 exceeds the person's accumulated compensation option credits after making any deduction required by article 48.3 or 48.5 shall be deducted from the person's vacation credits, and the person shall repay to the Hospital the salary paid to him or her for any day or part thereof of the leave of absence with pay that cannot be so deducted.

48.6 Any amount to be repaid under Article 48.5 may be deducted from any payment the employee is entitled to receive from the Employer in respect of salary or termination of employment or otherwise.

48.7 Information regarding accumulated compensation option credits shall be available pursuant to Article 30.16.

#### **ARTICLE 49 - SHIFT PREMIUM**

- 49.1
- (a) An employee shall receive a shift premium of \$1.50 per hour for all hours worked between 5:00 p.m. and 7:00 am.
  - (b) Notwithstanding the above, where an employee's hours of work normally fall within 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.

Shift premium will not form part of the employee's straight time hourly rate.

**ARTICLE 50 - TERM AND RENEWAL**

- 50.1 Unless otherwise specified, this agreement shall be effective from the date of ratification until March 31, 2026.
- 50.2 Either party to the collective agreement may, within the period of ninety (90) calendar days before the agreement ceases to operate, give notice in writing of its desire to bargain with a view to the renewal with or without modification of the agreement then in operation or to the making of a new agreement.
- 50.3 In the event neither party gives notice to bargain in accordance with Article 50.2, this agreement shall be automatically renewed for a period of one (1) year.

# 2023 – 2026 AMAPCEO-WAYPOINT COLLECTIVE AGREEMENT

## AMAPCEO PAY GRID

<b>April 1, 2023 – March 31, 2024</b>	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
LEVEL 3 Clinical Multifaith Chaplain Traditional Healer	\$81,150.70 43.05	\$83,585.22 44.34	\$86,092.78 45.67	\$88,675.56 47.04	\$91,335.83 48.45
LEVEL 4 Analyst – Data Analytics	\$91,239.07 48.40	\$93,976.24 49.85	\$96,795.53 51.35	\$99,699.40 52.89	\$102,690.38 54.48
LEVEL 5 Clinical Coordinator Housing Coordinator Patient Safety/Quality Improvement Coordinator Knowledge Translation / Implementation Coordinator Rehabilitation Services Supervisor	\$96,415.14 51.15	\$99,307.60 52.68	\$102,286.83 54.26	\$105,355.43 55.89	\$108,516.09 57.57
LEVEL 6 Clinical Liaison Officer Lead, Patient Safety & Quality Improvement	\$105,092.89 55.75	\$108,245.67 57.42	\$111,493.03 59.15	\$114,837.83 60.92	\$118,282.96 62.75

<b>April 1, 2024 – March 31, 2025</b>	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
LEVEL 3 Clinical Multifaith Chaplain Traditional Healer	\$83,585.22 44.34	\$86,092.78 45.67	\$88,675.56 47.04	\$91,335.83 48.45	\$94,075.91 49.91
LEVEL 4 Analyst – Data Analytics	\$93,976.24 49.85	\$96,795.53 51.35	\$99,699.40 52.89	\$102,690.38 54.48	\$105,771.09 56.11
LEVEL 5 Clinical Coordinator Housing Coordinator Patient Safety/Quality Improvement Coordinator Knowledge Translation / Implementation Coordinator Rehabilitation Services Supervisor	\$99,307.60 52.68	\$102,286.83 54.26	\$105,355.44 55.89	\$108,516.09 57.57	\$111,771.58 59.30
LEVEL 6 Clinical Liaison Officer Lead, Patient Safety & Quality Improvement	\$108,245.67 57.42	\$111,493.04 59.15	\$114,837.82 60.92	\$118,282.96 62.75	\$121,831.45 64.63

# 2023 – 2026 AMAPCEO-WAYPOINT COLLECTIVE AGREEMENT

<b>January 21, 2025 – March 31, 2025</b>	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
LEVEL 4 Analyst – Data Analytics	\$93,976.24 49.85	\$96,795.53 51.35	\$99,699.40 52.89	\$102,690.38 54.48	\$105,771.09 56.11
LEVEL 4A Clinical Multifaith Chaplain Traditional Healer	\$93,976.24 49.85	\$96,795.53 51.35	\$99,699.40 52.89	\$102,690.38 54.48	\$107,622.08 57.09
LEVEL 5 Patient Safety/Quality Improvement Coordinator Knowledge Translation / Implementation Coordinator Rehabilitation Services Supervisor	\$99,307.60 52.68	\$102,286.83 54.26	\$105,355.44 55.89	\$108,516.09 57.57	\$111,771.58 59.30
LEVEL 5A Clinical Coordinator Housing Coordinator	\$99,307.60 52.68	\$102,286.83 54.26	\$105,355.44 55.89	\$108,516.09 57.57	\$113,727.58 60.33
LEVEL 6 Clinical Liaison Officer Lead, Patient Safety & Quality Improvement	\$108,245.67 57.42	\$111,493.04 59.15	\$114,837.82 60.92	\$118,282.96 62.75	\$123,963.50 65.76

<b>April 1, 2025 – March 31, 2026</b>	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
ALL LEVELS	Across the board (ATB) increase will match ATB between the Hospital and OPSEU Local 329				

**LETTER OF UNDERSTANDING**

B E T W E E N:

**WAYPOINT CENTRE FOR MENTAL HEALTH CARE (the “Hospital”)**

- And -

**AMAPCEO (the “Union”)**

**Re: Personal Days**

WHEREAS the parties entered a Memorandum of Settlement dated April 4, 2019 concerning the two (2) paid personal emergency leave days;

AND WHEREEAS Article 23.3.1 was amended to reflect the above-mentioned Memorandum of Settlement;

NOW THEREFORE the parties agree that:

1. The Employer shall continue to provide two (2) paid personal days for the duration of this collective agreement.
2. The provision of two (2) paid personal days shall be administered in the same way as unpaid leave in accordance with Article 23.3.1.



2023 – 2026 AMAPCEO-WAYPOINT COLLECTIVE AGREEMENT

**Signature Page Approving Final Version of the Collective Agreement**

Dated this 24<sup>th</sup> day of September 2025.

FOR AMAPCEO:

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FOR THE HOSPITAL:

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