

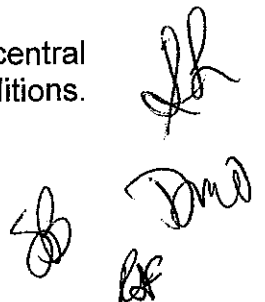
AGREED TO ITEMS:

OPSEU – Participating Hospitals Central Negotiations 2011

ARTICLE 26 - SUPERIOR BENEFITS

(The following provisions will appear in all collective agreements replacing any provisions related to Superior Benefits that existed in the Hospital's expiring collective agreement:)

- 26.01 The Central Parties wish to encourage non-Participating Hospitals and Bargaining Units to join the central OPSEU and Participating Hospitals bargaining process.
- 26.02 The following language **applies to** hospitals and locals entering central bargaining following the 2006 round of bargaining and thereafter:
- i) Prior to becoming a new participant in the central bargaining process, the local parties will hold negotiations to determine the content, if anything, of a superior condition appendix to the collective agreement. After these negotiations have concluded, the local parties will send a joint letter to the central parties with a copy of the **expiring agreement and the newly negotiated superior condition appendix.**
 - ii) **Existing rights, privileges, practices, terms or conditions of employment which may be considered to be superior to those contained in the central agreement shall be deemed not to continue in effect unless specifically retained by the superior condition appendix.**
 - iii) The local parties must agree to adopt central language in their collective agreement with the exception of the agreed upon superior conditions set out in their superior condition appendix.
 - iv) The content of the superior conditions appendices are appropriate subject matter for both local and central negotiations. For clarity, the scope of these negotiations is only to reduce or eliminate the superior condition(s).
 - v) The local parties have only one opportunity to join the central process with the protection of their superior conditions.

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Should they leave the central process and later rejoin, they will not have access to this same opportunity.

NOTE: For historical purposes, the following language applied to hospitals and locals who entered central bargaining prior to the 2006 round of bargaining:

- 1) a) Each of the Local Parties can retain up to three (3) conditions that exist in their current collective agreement that either party considers to be superior to the current Central Agreement. The parties will negotiate which items may be kept as Superior Conditions. Term may not be retained as a Superior Condition.
- b) Should the Local Parties agree that wages is one of the Superior conditions to be protected under this article, they must also address how future Centrally Negotiated wage increases apply to the Local Parties' Agreement. This determination of applicability of Centrally Negotiated future wage increases must be dealt with in these negotiations.
- 2) The Local Parties must agree to adopt Central Language in their collective agreement, with the exception of the agreed upon Superior Conditions (see 1 above).
- 3) The Superior Conditions will remain in force for a maximum period of the duration of the two Central Agreement terms following the expiry of the Central Agreement in force at the time that the Local Parties joined the Central Process.
- 4) The Local Parties have only one opportunity to join the Central Process with the protection of these Superior Conditions. Should they leave the Central Process and later rejoin, they will not have access to the same opportunity.

RENEW the Letter of Understanding – Integration for the Delivery of Health Services

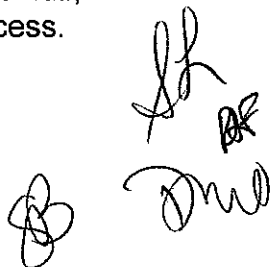
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ARTICLE 3 - NO DISCRIMINATION OR HARASSMENT

(The following provisions will appear in all collective agreements replacing any provisions related to No Discrimination or Harassment that existed in the Hospital's expiring collective agreement:)

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 members of the healthcare community. Employees are empowered to report incidents of disruptive behaviour or domestic violence without fear of retaliation. The parties are committed to a harassment and violence free workplace and recognize the importance of addressing discrimination and harassment issues in a timely and effective manner.

- 3.01 The Hospital and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practiced by any of their representatives with respect to any employee because of his membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising his rights under the Collective Agreement.
- 3.02 It is agreed that there will be no discrimination or harassment by either party or by any of the employees covered by this Agreement on the basis of race, ancestry, place of origin, creed, colour, ethnic origin, citizenship, sex, sexual orientation, marital status, age, record of offences, same-sex partnership status, family status or disability or any other factor which is not pertinent to the employment relationship.
- 3.03 Every employee who is covered by this agreement has a right to freedom from harassment in the workplace in accordance with the Ontario Human Rights Code.
- 3.04 The Hospital and the Union recognize their joint duty to appropriately accommodate employees in accordance with the provisions of the Ontario Human Rights Code. The parties agree that the goal is, where possible, to return the employee to full, active duty in the workplace through a safe and expedient process.

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AMEND first paragraph of Article 14.03 as follows:

14.03 Bereavement Leave

Any employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for up to 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 parent, spouse, **child** or **spouse's** child. "Spouse" for the purposes of bereavement leave will include a partner of the same sex.

AGREED: February 24, 2011

FOR THE UNION:

Ladi Hoxha
Shabelle
Adas Kield

FOR THE HOSPITALS:

Om Ahmed
Evans
L. N. I.
J. Blair
Phil Gfardle
Honors
Johns
W. J.
Angela Burt
Rayn
John A. Bann

RAF
DML

AGREED TO ITEMS:

OPSEU – Participating Hospitals Central Negotiations 2011

Amend Article 11.12 as follows:

- 11.12 (a) Local Human Resource Plans will apply to Health Services Restructuring Commission directives. In other circumstances, the balance of this Article will apply.
- (b) Before issuing notice of long term layoff pursuant to Article 11.03, and following notice pursuant to Article 11.01 (a), 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 classifications where layoffs would otherwise occur. The Hospital will offer the same number of early retirements as the number of layoffs it would otherwise make.
 - (ii) The Hospital will make offers to employees eligible for early retirement under the Hospital pension plan (including regular part-time, if applicable, whether or not they participate in the hospital pension plan).
 - (iii) If no employees on the unit affected accept the offer, the Hospital will then extend the offer to other employees in the same classification as that being affected in the bargaining unit in order of seniority.
 - (iv) The number of early retirements the Hospital approves will not exceed the number of employees in that classification who would otherwise be laid off.

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

- (c) If after making offers of early retirement, individual layoff notices are still required, prior to issuing those notices the Hospital will offer a voluntary early exit option in accordance with the following conditions:
- (i) The Hospital will first make offers in the classifications within department(s) where layoffs would otherwise occur. If more employees than are required are interested, the Hospital will make its decision based on seniority.

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RAF CB

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

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

- (d) Where an employee has received individual notice of long term layoff under Article 11.03 such employee may resign and receive a separation allowance as follows:
 - (i) Where an employee resigns effective within thirty (30) days after receiving individual notice of long term layoff, she or he shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of sixteen (16) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation will be reimbursed for tuition fees up to a maximum of three thousand (\$3,000.00) dollars.*
 - (ii) Where an employee resigns effective later than thirty (30) days after receiving individual notice of long term layoff, he or she shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation will be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250.00) dollars.*

* The following will apply when calculating early retirement, voluntary exit and separation allowance for part-time employees:

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Service =	One year of service for each 1650 hours worked.
Weekly Salary =	The employee's regular hourly rate on her last day times her normal weekly hours.
Normal Weekly Hours =	Average hours worked over the preceding 26 weeks

Amend Article 2.04 as follows:

2.04 A casual part-time employee is an employee who is not regularly scheduled and who does not commit to be available for work on a regular predetermined basis.

The parties agree the matter of ensuring that casual employees can be scheduled so that they maintain competency may be raised during local bargaining.

DELETE Item #1 on Letter of Understanding – Additional Issues Appropriate for Local Bargaining

Amend Article 14.01 as follows: (resolves U-2 Items #25 and #26)

14.01 Personal Leave

- (a) Written requests for a personal leave of absence without pay will be considered on an individual basis by the employee's Department Head or his designate. Such requests are to be submitted as far in advance as possible and a written reply will be given. Such leave shall not be unreasonably withheld.
 - (b) **Employees are entitled to unpaid Personal Emergency Leave or Family Medical Leave in accordance with the provisions of the *Employment Standards Act* as amended from time to time. In doing so, the employee must provide his/her immediate supervisor with the reason and duration of the time being requested under such provision. For additional information, employees may contact the Human Resources Department and/or Union Representative.**
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Amend Article 19.01 (b) as follows:

b) (Article 19.01(b) is applicable to regular part-time employees only)

All regular part-time employees shall be entitled to vacation pay based upon the applicable percentage provided below in accordance with the vacation entitlement of full-time employees of their gross salary for work performed in the preceding year. Scheduling of vacations shall be in accordance with local scheduling provisions.

Full-Time Increment	Vacation Entitlement (FT)	Part-Time Increment	Part-Time Vacation pay
Less than 1 year continuous service	1.25 days per month	Less than 1650 hours of continuous service	6 %
After 1 year of continuous service	3 weeks (1.25 days per month)	After 1650 hours of continuous service	6%
After 3 years of continuous service	4 weeks (1.67 days per month)	After 4,950 hours of continuous service	8%
After 13 years of continuous service	5 weeks (2.08 days per month)	After 21, 450 hours of continuous service	10%
After 22 years of continuous service	6 weeks (2.5 days per month)	After 36,300 hours of continuous service	12%
After 28 years of continuous service	7 weeks (2.92 days per month)	After 46,200 hours of continuous service	14%

Equivalent years of service shall be used to determine vacation pay entitlement. Equivalent years of service shall be calculated on the basis of one (1) year of service for each 1650 hours worked.

Notwithstanding this provision, the calculation of service for purposes of vacation entitlement will include service accrued during a pregnancy leave or parental leave on the basis of seniority accrual during such leaves in accordance with Article 10.03 (a) (ii) of the agreement.

Part-time employees have the option of requesting all or part of the equivalent unpaid vacation time off in calendar weeks.* There will be no carry-over of unpaid vacation time.

~~NOTE: Employees hired prior to April 17, 1985 who are currently enjoying vacation benefits superior to those set out above shall continue to receive such superior benefits.~~

* Should existing local scheduling provisions provide unpaid time off for part-time employees, this language shall be maintained but not altered, unless the local parties agree to delete the language and move to the Central language.

AGREED: March 24, 2011

FOR THE UNION:

Gardj Blom
S. Rubelle
R. Deutfield

FOR THE HOSPITALS:

Don Cameron
R. Jones
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Angela BUD Jones
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Phil Capelli
S. B. K.
C. B.