

**COMBINED
FULL-TIME
AND
PART-TIME
COLLECTIVE AGREEMENT**

BETWEEN:

(hereinafter referred to as “the Hospital”)

- and -

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(hereinafter referred to as “the Union”)**



EXPIRY: March 31, 2016

This is the Central language. These provisions, together with the language negotiated by the parties at the local hospital level, comprise the Collective Agreement.

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ARTICLE 1 – PURPOSE

(The following clause will appear in all collective agreements replacing any provision related to Purpose that existed in the Hospital's expiring collective agreement:)

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

It is recognized that employees wish to work together with the Hospital to secure the best possible care and health protection for patients.

ARTICLE 2 – DEFINITIONS

(The following clause will appear in all collective agreements replacing any provision related to Gender that existed in the Hospital's expiring collective agreement:)

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

Full-time, Regular Part-time, Casual Part-time and Temporary Employees

All pre-existing definitions concerning full-time, regular part-time, casual part-time or temporary employees that appear in a Local Collective Agreement, shall be maintained but not altered, unless the local parties agree to delete the language and move to the Central language:

- 2.02 A full-time employee is an employee who is regularly scheduled to work the normal full-time hours referred to in Article 16.
- 2.03 A regular part-time employee is an employee who regularly works less than the normal weekly full-time hours referred to in Article 16 and who commits to be available for work on a regular predetermined basis.
- 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.

2.05 A temporary employee is an employee defined in accordance with Article 13.01

(NOTE: Any other provision(s) related to central definitions that existed in the expiring Collective Agreement will be continued and numbered in sequence as provisions of this Article.)

(NOTE: Any other provision(s) related to local definitions that existed in the expiring Collective Agreement will be continued in the Local Provisions Appendix.)

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 her membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising her rights under the Collective Agreement.

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.

ARTICLE 4 – NO STRIKE/NO LOCKOUT

(The following clause will appear in all collective agreements replacing any provision related to No Strike/No Lockout that existed in the Hospital's expiring collective agreement:)

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

ARTICLE 5 – UNION SECURITY (Dues Deduction)

(The following clause will appear in all collective agreements replacing any provision related to dues deduction that existed in the Hospital's expiring collective agreement:)

- 5.01 The Hospital will deduct from each employee in the bargaining unit an amount equal to the regular monthly union dues designated by the Union. The amount of regular monthly dues shall be as certified to the Hospital by the Treasurer of the Union from time to time. The amounts so deducted shall be remitted by the Hospital to the Union's Director of Finance no later than the 15th of the month following the month in which such deductions were made. In remitting such dues, the Hospital shall provide a list of the employees from whom deductions were made, including their job title and status (i.e. full-time, regular part-time, casual, or on leave of absence greater than thirty (30) days). A copy of this list will be forwarded to the Local Union. In consideration of the deducting and forwarding of union dues by the Hospital, the Union agrees to indemnify and save harmless the Hospital against any claims or liabilities arising or resulting from the operation of this Article.

(Any other provision(s) related to union security that existed in the Hospital's expiring Collective Agreement will be continued in the Local Provisions Appendix.)

ARTICLE 6 – REPRESENTATION AND COMMITTEES

(The following clauses will appear in all collective agreements replacing any provisions related to Representation and Committees (including Professional responsibility) that existed in the Hospital's expiring collective agreement:)

6.01 Union Stewards

The Hospital agrees to recognize union stewards to be elected or appointed from amongst employees in the bargaining unit for the purpose of handling grievances as provided under this Collective Agreement.

Union stewards have their regular duties and responsibilities to perform for the hospital and shall not leave their regular duties without first obtaining permission from their immediate supervisor. Such permission shall not be unreasonably withheld. If, in the performance of her grievance duties, a union steward is required to enter an area within the Hospital in which she is not ordinarily employed, she shall report her presence to the supervisor in the area immediately upon entering it. When resuming her regular duties and responsibilities, such steward shall again report to her immediate supervisor. A union steward shall suffer no loss of earnings for time spent in performing the above duties during her regular scheduled working hours.

The number of stewards, the areas which they represent, are to be determined locally and will be set out in the Local Provisions Appendix.

6.02 Grievance Committee

The Hospital will recognize a grievance committee comprising of members to be elected or appointed from the bargaining unit. One member shall be chairman. The purpose of the committee is to deal with grievances as set out in this Collective Agreement.

The number of employees on the grievance committee shall be determined locally and shall be set in the Local Provisions Appendix.

6.03 (a) Labour-Management Committee

The parties mutually agree that there are matters that would be beneficial if discussed at a Labour-Management Committee Meeting during the term of this Agreement. The Committee shall be comprised of an equal number of representatives of each party as mutually agreed and shall meet at a time and place mutually satisfactory. The Committee shall meet once every two (2) months, unless agreed otherwise. A request for a meeting hereunder will be made

in writing at least fourteen (14) days prior to the date proposed and accompanied by an agenda of matters proposed to be discussed. Where a Hospital has two or more agreements with OPSEU, then a joint committee shall represent all units unless otherwise agreed. The Hospital undertakes to notify the Union in advance so far as practicable of any renovations or construction projects that will affect bargaining unit employees.

(b) Part-Time Utilization Information

The Hospital agrees to supply the local union with part-time/full-time hours utilization by department, at the time specified for the posting of seniority lists. The Hospital further agrees to supply the Union, upon request, with other information that is reasonably related to utilization.

The parties may discuss part-time/full-time utilization through the Labour/Management Committee. The Hospital agrees to consider Union proposals for alternate distribution of hours between part-time and full-time. The Union recognizes the Hospital's right to determine such utilization.

6.04 (a) Negotiating Committee

The Hospital agrees to recognize a negotiating committee comprised of members to be elected or appointed from the bargaining unit. Where the Hospital participates in central bargaining, the purpose of the negotiating committee shall be to negotiate local issues as defined in this Collective agreement. Where the Hospital does not participate in central bargaining, the purpose of the negotiating committee shall be to negotiate a renewal of this Collective Agreement. The Hospital agrees that the members of the negotiating committee shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending negotiating meetings with the Hospital up to, and including, conciliation.

The number of members on the negotiating committee shall be determined locally and will be set out in the Local Provisions Appendix.

(b) Pay for Central Negotiating Committee

Union Negotiating Committee members up to a maximum of seven (7) shall be paid for time lost from their normal straight time working hours at their regular rate of pay and without loss of leave credits for

attending central negotiating meetings with the Hospital Central Negotiating Committee in direct negotiations up to and including conciliation. If the parties are unable to arrive at a negotiated collective agreement through either direct negotiations or conciliation, the Hospital agrees that members of the Union Negotiating Committee shall receive unpaid leave for purpose of attending arbitration hearings.

6.05 List of Union Representatives

The Union agrees to provide and maintain an up-to-date list of all Union Representatives (including Union Stewards, Union Executive, Grievance Committee, Labour/Management Committee and Negotiating Committee) to the Director of Human Resources or designate.

6.06 New Employee Interview

All new employees will have the opportunity to meet with a representative of the Union in the employ of the Hospital for a period of up to fifteen (15) minutes during the employee's probationary period, without loss of regular earnings. The purpose of such meeting will be to acquaint the employee(s) with such representative of the Union and the collective agreement. These interviews will be scheduled in advance and may be arranged collectively or individually by the Hospital.

6.07 Workload

When an employee or group of employees covered by this agreement have cause to believe that they are being asked to perform more work than is consistent with proper patient care such concern will be raised with their immediate manager/designate. Where a resolution is not reached, such workload problems may be discussed by the local Labour Management Committee. Such complaint must be filed in writing within fifteen (15) calendar days using the form in Appendix A. This fifteen (15) day period shall include the attempt to resolve the issue at the unit/department level. The manager/designate will provide a written response to the complainant(s), with a copy to the bargaining unit President or designate and the Labour Management Committee.

6.08 Professional Responsibility

- (i) The Parties have a mutual interest in the provision of quality patient care. Therefore, when an employee, or group of employees, covered by this agreement and governed by an Ontario College under the Regulated Health Professions Act, have cause to believe that they are being asked to perform more work than is consistent with proper patient care it is agreed by the parties that such workload problems may be discussed by the local Labour

Management Committee. Such complaint must be filed in writing within fifteen (15) calendar days of the alleged improper assignment, using the form in Appendix A. This fifteen day period shall include the attempt to resolve the issue at the unit/departmental level. The manager/designate will provide a written response to the complainant(s), with a copy to the bargaining unit President or designate and the Labour Management Committee.

- (ii) If, after a thorough investigation, no consensus can be reached at Labour Management Committee the parties will meet with the Chief Executive Officer (CEO)/Chief Operating Officer (COO) within thirty (30) days of referral to present the issues. The CEO/COO will notify the Union of the decision in writing within fourteen (14) days.
- (iii) Where the employer requires employees to maintain membership in a professional association, the requirement for such membership and for payment thereof, may be the topic of local negotiations, as described in the Memorandum of Conditions for Joint Bargaining.

ARTICLE 7 – HEALTH AND SAFETY

(The following clauses will appear in all collective agreements replacing any provisions related to Accident Prevention – Health and Safety Committee and to Hospital provision of vaccines to Hepatitis B surface Antigen that existed in the Hospital's expiring collective agreement:)

- 7.01 It is a mutual interest of the parties to promote health and safety in workplaces and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The parties agree that health and Safety is of the utmost importance and agree to promote health and safety and wellness throughout the organization. The employer shall provide orientation and training in health and safety to new and current employees and employees shall attend required health and safety training sessions.
- 7.02 Prior to effecting any changes in policies, procedures or programs pertaining to the provision of a safe and healthy workplace which affect workers covered by this Agreement, the Hospital will discuss the changes with and provide copies to the Union. Such topics may include but are not limited to; Violence in the Workplace (including Verbal Abuse), Musculoskeletal Injury Prevention, Needle Stick and other Sharps Injury Prevention, workers who regularly work alone or who are isolated in the workplace and Wellness Initiatives.
- 7.03 When faced with occupational health and safety decisions, the Hospital will not await full scientific or absolute certainty before taking reasonable action(s) that reduces risk and protects workers.

7.04 A worker who is required by the hospital to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the worker shall participate in such instruction and training. The hospital shall ensure that the personal protective clothing, equipment, or device it provides will be maintained in good condition.

7.05 The Union agrees to fully support the hospital in promoting safety rules and practices. Additionally, the Union will encourage its members in the observation of all safety rules and practices.

7.06 This section does not apply to a worker

- a) when a circumstance described below is inherent in the workers' work or is a normal condition of the worker's employment; or
- b) when the worker's refusal to work would directly endanger the life, health or safety of another person.

A worker may refuse to work or do particular work where she has reason to believe that,

- (a) any equipment, machine, device or thing the work is to use or operate is likely to endanger himself, herself, or another worker,
- (b) the physical condition of the workplace or the part thereof in which she works or is to work is likely to endanger himself or herself; or
- (c) any equipment, machine, device or thing she is to use or operate or the physical condition of the workplace or the part thereof in which she works or is to work is in contravention of the Occupational Health and Safety Act or the regulations and such contravention is likely to endanger himself, herself or another worker.

7.07 Joint Health and Safety Committee

- (a) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Joint Health and Safety Committee, at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees.

NOTE: Where there are multiple sites, the Local Parties are referred to Article 27 (Multi-site Language) to determine Local Applicability of Health & Safety Committee structure.

- (b) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programmes and recommend actions to be taken to improve conditions related to safety and health.

- (c) It is understood that consultation on issues of mutual concern will occur between the Joint Health and Safety Committee and Infection Control.
- (d) Hospital agrees to co-operate in providing necessary information to enable the Committee to fulfil its functions.
- (e) Meetings shall be held every second month or more frequently at the call of a co-chair, when requested. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) Any representative appointed or selected in accordance with 7.07 (a) hereof, shall serve for a term of at least one (1) calendar year from the date of appointment. Time off for such representative(s) to attend meetings of the Joint Health and Safety committee in accordance with the foregoing, shall be granted.

A member of a committee is entitled to:

- i) one (1) hour or such longer period of time as the committee determines is necessary to prepare for each committee meeting;
- ii) such time as is necessary to attend meetings of the committee; and
- iii) such time as is necessary to carry out inspections and investigations contemplated under subsection 9(26), 9(27), and 9(31) of the Occupational Health and Safety Act R.S.O. 1990 as amended up to and including 1998.

A member of a committee shall be deemed to be at work during the times described above and the member's employer shall pay the member for those times at the member's regular or premium rate as may be proper.

- (g) The Hospital will ensure that there is one (1) OPSEU member certified, as described in the Occupational Health and Safety Act R.S.O. 1990, as amended up to and including 1998 among the OPSEU bargaining unit(s) at the Hospital. Such member on the committee will be selected or appointed by the Union. All issues relating to salary and costs associated with obtaining certification shall be in accordance with article 14.06.
- (h) The parties agree that the following items are appropriate for discussion at committee meetings:
 - Proposed changes to diagnostic or medical machines and equipment that will impact the health and safety of employees;
 - The nature, content and duration of health and safety training programs for employees;
 - The use of personal protective equipment by employees;

The committee may, in addition to the above, discuss other items relating to the health and safety of employees.

- (i) At committee meetings the Hospital shall provide the committee with a summary of all lost-time claims, health care claims, occupational disease claims, reports on accidents and critical or fatal injuries. In addition, all relevant government directives and orders shall be provided to the committee. The committee shall review this information and propose methods of reducing the number of injuries or accidents.
- (j) The committee shall participate in all inquiries and investigations pursuant to the Occupational Health and Safety act. The co-chairs* will determine the appropriate member or members who will participate in the investigation. If neither co-chair is available, the most appropriate committee member will be designated to participate in the investigation. In determining the appropriate member or members who will participate in the investigation, the parties recognize the interests of an OPSEU representative being involved in an investigation that involves an OPSEU bargaining unit member.

*NOTE: If there is only one co-chair available, she will determine who will participate in the investigation.

7.08 Hepatitis B Vaccine

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

7.09 Influenza Vaccine

The parties agree that influenza vaccinations may be beneficial for patients and employees. Upon a recommendation pertaining to a facility or a specifically designated area(s) thereof from the Medical Officer of Health or in compliance with applicable provincial legislation, the following rules will apply:

- (a) Employees shall, subject to the following, be required to be vaccinated for influenza.
- (b) If the full cost of such medication is not covered by some other source, the Hospital will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during an employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.
- (c) Hospitals recognize that employees have the right to refuse any required vaccination.

- (d) If an employee refuses to take the vaccine required under this provision, she may be placed on an unpaid leave of absence during any influenza outbreak in the hospital until such time as the employee is cleared to return to work. If an employee is placed on unpaid leave, she can use banked lieu time or vacation credits in order to keep her pay whole.
- (e) If an employee refuses to take the vaccine because it is medically contra-indicated, and where a medical certificate is provided to this effect, she will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be paid. It is agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- (f) If an employee gets sick as a result of the vaccination, and applies for WSIB, the Hospital will not oppose the claim.
- (g) Notwithstanding the above, the Hospital may offer the vaccine on a voluntary basis to an employee free of charge.
- (h) This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code.

7.10 Pandemic Planning

In the event there are reasonable indications of the emergence of a pandemic any employee working at more than one health care facility will, upon the request of the hospital, provide information of such employment to the hospital. No consequence will flow from such disclosure, other than as strictly necessary to prevent the spread of infection.

ARTICLE 8 – GRIEVANCE & ARBITRATION PROCEDURE

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

- 8.01 Employees shall have the right, upon request, to the presence of a Union Steward at any stage of the grievance procedure, including the complaint stage, or at any time when formal discipline is imposed. The Hospital agrees that it will not discipline an employee without just cause. Where the Hospital deems it necessary to suspend or discharge an employee, the Hospital shall notify the Union, in writing, of such suspension or discharge.

8.02 For the purpose of this Agreement, a grievance is defined as a difference arising between a member of the bargaining unit and the Hospital relating to the interpretation, application, administration or alleged violation of the Agreement.

- 8.03
- (a) It is the mutual desire of the parties hereto that complaints shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until she has first given her immediate supervisor the opportunity of adjusting her complaint. Such complaint shall be discussed with her immediate supervisor within seven (7) calendar days from the event giving rise to the grievance, or from when the employee should have reasonably become aware of the event giving rise to the grievance. Failing settlement within seven (7) calendar days, it shall then be taken up as a grievance within the seven (7) calendar days following her immediate supervisor's decision in the following manner and sequence:
 - (b) The employee must submit the grievance through the Local Union, signed by the grievor and the Local Union President, or designate, to the Chief Executive Officer (CEO) of the Hospital, or designate, with a copy to the immediate supervisor. The employee may be accompanied, if she so desires, by her union steward. The grievance shall identify the nature of the grievance, the remedy sought, and should specify the provisions of the Agreement which are alleged to have been violated.
 - (c) The parties will have a period of up to thirty (30) calendar days from the date the grievance is filed to attempt to resolve the grievance, and in any case, to provide the Union with a formal written response setting out the Hospital's position on the matter.
 - (d) During the thirty (30) day resolution period referred to above, the parties will attempt to resolve the matter(s) in dispute through a meeting or a series of meetings which shall involve the individuals with authority to resolve the grievance. In all cases, the meeting(s) shall include the Union Grievance committee.
 - (e) Prior to the initial meeting date being established, the parties will provide document disclosure on a without prejudice basis to each other, with the purpose of providing both parties with the opportunity to understand the grievance and to prepare for the resolution meeting(s).

In determining a date for the meeting the parties will consider:

- (i) the time needed for research, consultation and preparation for the meeting(s) and,

- (ii) the time needed, after the meeting, and before the expiry of the thirty (30) day period, to conduct follow-up activities including the possibility of holding further meetings.

For these reasons the initial meeting will generally take place during the middle ten (10) days of the thirty (30) day period.

- (f) In resolving the dispute, the parties will hold the meeting, and any other meetings as may be agreed, to thoroughly consider the grievance and attempt to find a resolution. The governing principle will be that the parties have a mutual interest in their own solutions and avoiding, if at all possible, having the decision made by an arbitrator.
- (g) If the parties are unable to resolve the grievance, the Hospital will provide the Union with a written response to the grievance by the end of the thirtieth (30th) day following the date of the filing of the grievance.
- (h) The Union will then have a period of fourteen (14) calendar days from the date of the Hospital's response to determine if the response is acceptable, or will refer the matter to arbitration.
- (i) If the grievance is filed by the Hospital, the Union will provide a response by the end of the thirtieth (30th) day following the date the grievance was filed. The Hospital will have fourteen (14) calendar days from the date of the Union's response to determine if it will accept the Union's response or will refer the matter to arbitration.

8.04

Policy Grievance

A grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at the level of the CEO within fourteen (14) calendar days following the circumstances giving rise to the grievance.

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

8.05 Group Grievance

Where a number of employees have identical grievances and each one would be entitled to grieve separately, they may present a group grievance in writing through the Local Union, signed by each employee who is grieving and the Local Union President, or designate, to the CEO, or her designate, within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred. The grievance shall then be treated in the manner as set out for an individual grievance.

8.06 Discharge Grievance

The release of a probationary employee shall not be the subject of a grievance or arbitration.

The Hospital agrees that it will not discharge, without just cause, an employee who has completed her probationary period. A claim by an employee who has completed her probationary period that she has been unjustly discharged shall be treated as a grievance. Such grievance shall be submitted through the Local Union, signed by the grievor and the Local Union President, or designate, to the CEO of the Hospital, or designate within seven (7) calendar days after the date the discharge is effected. Such grievance may be settled by:

- (a) confirming the Hospital's action in dismissing the employee, or
- (b) reinstating the employee with or without loss of seniority and with or without full compensation for the time lost, or
- (c) any other arrangement which may be deemed just and equitable.

8.07 Failing settlement under the foregoing procedure, any grievance, including a question as to whether the grievance is arbitrable, may be submitted to arbitration as herein provided. If no written request for arbitration is received within fourteen (14) calendar days after the decision under the foregoing procedure is given, the grievance shall be deemed to have been abandoned.

8.08 All agreements reached under the grievance procedure between the representatives of the Hospital, the representatives of the Union and the grievor(s) will be final and binding upon the parties.

8.09 When either party requests that any matter be submitted to arbitration as provided in this Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time appoint a

nominee. Within seven (7) calendar days thereafter, the other party shall appoint its nominee, provided however, that if such party fails to appoint its nominee as herein required, the Minister of Labour for the Province of Ontario shall have the power to make such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to agree upon a Chair of the Arbitration Board. If they are unable to agree upon such a Chair within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a Chair.

- 8.10 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance, except as herein provided.
- 8.11 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.
- 8.12 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, or to alter, modify, add to or amend any part of this Agreement.
- 8.13 The proceedings of the Arbitration Board will be expedited by the parties. The decision of the majority, and where there is no majority, the decision of the Chair, will be final and binding upon the parties hereto and the employee(s).
- 8.14 Each of the parties will bear the expense of its nominee, and the parties will share equally the fees and expenses of the Chair of the Arbitration Board.
- 8.15 The time limits set out in this Article are mandatory and failure to comply strictly with such time limits, except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned.
- 8.16 The parties to this agreement wish to encourage the settlement of grievances as soon as is possible and, wherever possible, without resort to arbitration. For these reasons:
- a) The parties are encouraged to take advantage of the process for mediation/arbitration as provided for in S.50 of the Labour Relations Act, 1995 (R.S.O. 1995 as amended) (the "Act").
 - b) When the parties do not elect to use S.50 of the Act in the period immediately following the referral of a matter to arbitration, the parties will commence a period of review. During this time they will each seek informed opinion with respect to the matter in dispute and consider whether the issues involved are such that the assistance of a mediator, or some form of early intervention, may be

helpful. It is expected that this will occur within the first sixty (60) calendar days following referral of the matter to arbitration, avoiding the delay and costs that result from this process occurring immediately prior to an established hearing date.

- c) By mutual agreement, the parties at the local level can create a list of arbitrators.

8.17 Where Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

8.18 Notwithstanding the time limits as set out herein, in the interest of bringing the matter to an expeditious conclusion, where the decision or response is provided in less than the number of days provided above, any subsequent response will measure from the receipt of the response.

ARTICLE 9 – LETTERS OF REPRIMAND AND ACCESS TO FILES

(The following clauses will appear in all collective agreements replacing any provisions related to Letters of Reprimand and Access to Files that existed in the Hospital's expiring collective agreement:)

9.01 Any letter of reprimand or suspension will be removed from the record of an employee eighteen (18) months following the receipt by the employee of such letter or suspension provided that the employee's record has been discipline free for such eighteen (18) month period. Leaves of absence in excess of thirty (30) calendar days will not count towards the eighteen (18) month period.

9.02 Each employee shall have reasonable access to her file for the purposes of reviewing any evaluations, letters of counseling or formal disciplinary notations contained therein. Such review shall take place in the presence of the employer. A copy of the above documents will be provided to the employee on request. An employee is entitled to place a written response to letters of counseling in her file.

ARTICLE 10 – SENIORITY AND SERVICE

(The following clauses will appear in all collective agreements replacing any provisions related to Probationary Period, Seniority Lists, Manner of Expressing Part-time Seniority, Full-Time definition of Seniority, Transfer of Seniority, Effect of Absence, Application of Seniority on Layoff and Recall, Layoff and Recall Rights for Part-time and Full-time

Employees, Retention and Accumulation of Seniority on Transfer Outside the Bargaining Unit, and Loss of Seniority and Service, and Deemed Termination that existed in the Hospital's expiring collective agreement:)

10.01 Probationary Period

Newly hired employees shall be considered to be on probation for a period of ninety (90) tours worked from date of last hire (675 hours of work for employees whose regular hours of work are other than the standard work day). If retained after the probationary period, the employee shall be credited with seniority from date of last hire. With the written consent of the Hospital, the probationary employee and the President of the Local Union or her designate, such probationary period may be extended.

It is understood and agreed that any extension to the probationary period will not exceed an additional sixty (60) tours (450 hours of work for employees whose regular hours of work are other than the standard work day) worked or such lesser period as may be agreed by the parties. The release of a probationary employee shall not be the subject of a grievance or arbitration.

10.02 Seniority List

A seniority list will be maintained for each department. The Hospital shall post such list and provide the Union with a copy, indicating bargaining unit seniority, twice per year.

(Article 10.03 (a) is applicable to part-time employees only)

10.03 Seniority Accumulation

- (a) (i) Part-time employees shall have their seniority expressed on the basis of number of hours worked in the bargaining unit. (The foregoing is for clarity only and therefore does not modify an employee's level of seniority under this collective agreement or previous collective agreements.)
- (ii) Notwithstanding Article 10.03 (a) (i) seniority shall accrue during a pregnancy leave or parental leave. Seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave. For parental leave, seniority shall accumulate for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks if the employee did not take pregnancy leave.

For the purposes of pregnancy leave and parental leave, seniority accrual shall be determined by multiplying the normal weekly hours times the number of weeks the employee is absent on such leave.

- (iii) Seniority for part-time employees shall accrue for absences due to a disability resulting in WSIB benefits, or illness or injury in excess of thirty (30) consecutive calendar days. The rate of accumulation will be based on the employee's normal weekly hours paid over the preceding qualifying twenty-six (26) weeks. A qualifying week is a week where the employee is not absent due to vacation, pregnancy/parental leave, WSIB, or illness or injury that exceed thirty (30) consecutive calendar days.

(Article 10.03 (b) is applicable to full-time employees only)

- (b) Full-time employees will accumulate seniority on the basis of their continuous service in the bargaining unit from the last date of hire, except as otherwise provided in the collective agreement or previous collective agreements. (The foregoing is for clarity only and therefore does not modify an employee's level of seniority under this collective agreement or previous collective agreements.)
- (c) In the application of seniority, no employee's seniority date may pre-date their start date.

A part-time employee cannot accrue more than 1650 hours of seniority and service in a twelve (12) month period. The 12-month period shall be negotiated locally and shall be set out in the Local Appendix.

(The following clause will appear in collective agreements when both full-time and part-time employees are represented by O.P.S.E.U. replacing any provision related to Transfer of Seniority that existed in the Hospital's expiring collective agreement:).

10.04 Transfer of Seniority

Note: There will be no retroactive monetary adjustment as a result of implementation of this clause. This means that service credits for the purposes of placement on the grid, vacation entitlement and any other service-based benefit will be adjusted, but no retroactive money, vacation days, or service-based benefit will be owing.

Seniority and service shall be retained by an employee in the event she is transferred from full-time to part-time or vice versa. An employee whose status is changed from full-time to part-time shall receive credit for her seniority and service on the basis of 1650 hours worked for each year of full-time seniority and service. An employee whose status is changed from part-time to full-time shall receive credit for her seniority and service on the basis of one (1) year of seniority and service for each 1650 hours worked. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer.

NOTE: Those Hospital contracts currently with a lesser hourly requirement shall continue.

NOTE: Article 10.05 applies to full-time employees only.

10.05 Effect of Absence

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

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

In addition, the employee will become responsible for full payment of subsidized employee benefits in which she is participating for the period of the absence. The employee may arrange with the Hospital to prepay the full premium of any applicable subsidized benefits in which she is participating during the period of leave in excess of thirty (30) continuous days to ensure continuing coverage.

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

- (ii) Notwithstanding Article 10.05 (a) (i), seniority and service shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave. For parental leave, seniority and service shall accumulate for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks if the employee did not take pregnancy leave.

The Hospital will continue to pay its share of the premiums of the subsidized employee benefits including pension, in which the employee is participating for a period from the commencement of the leave up to seventeen (17) weeks while an employee is on pregnancy leave and up to thirty-five (35) weeks while the employee is on parental leave (thirty-seven (37) weeks if the employee did not take pregnancy leave), unless the employee does not intend to pay her contributions.

- (b) The Hospital agrees to provide, in response to an employee's request, her service and/or anniversary date.

10.06 Application of Seniority on Layoff and Recall

For purposes of layoff and recall, seniority shall operate on a department-wide basis, i.e., laboratory, radiology or such other departments which exist in the individual hospitals where the employees are covered by this Agreement.

10.07 Layoff and Recall Rights

Seniority lists and layoff and recall rights for full-time employees shall be separate from seniority lists and layoff and recall rights for part-time employees, subject to Article 11.06 (e) (f) (i)

10.08 Retention & Accumulation of Seniority on Transfer Outside Bargaining Unit

An employee who is transferred to a position outside the bargaining unit for:

- (a) a period of less than eighteen (18) months or such longer period as the parties may agree upon or;
- (b) a specific term of appointment, including temporarily replacing an employee outside the bargaining unit

shall retain but not accumulate seniority held at the time of transfer. In the event the employee is returned to a position in the bargaining unit within

the time periods noted in (a) or (b) above she shall be credited with the seniority held at the time of transfer and shall resume accumulation from the date of her return to the bargaining unit.

Notwithstanding the above, the parties recognize that there may be unique situations which arise where it may be appropriate for seniority and service to accrue for work outside the bargaining unit. Where such situations exist, the local parties have the authority to negotiate the accumulation of seniority for such periods of time. Where the local parties so agree, union dues will continue to be deducted.

10.09 Loss of Service and Seniority

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

- (a) leaves of her own accord;
- (b) is discharged and the discharge is not reversed through the grievance or arbitration procedure;
- (c) has been laid off without recall pursuant to article 11.09 for twenty-four (24) months.
- (d) is absent from scheduled work for a period of three (3) or more consecutive working days, without notifying the Hospital of such absence and providing a reason satisfactory to the Hospital;
- (e) fails to return to work (subject to the provisions of (d)) upon termination of an authorized leave of absence without satisfactory reason or utilizes a leave of absence, without permission, for purposes other than that for which the leave was granted;
- (f) fails upon being notified of a recall to signify her intention to return within five (5) calendar days after she has received the notice of recall mailed by registered mail to the last known address according to the records of the Hospital and fails to report to work within ten (10) calendar days after she has received the notice of recall or such further period of time as may be agreed upon by the parties.

(NOTE: Any other provision(s) related to seniority that existed in the expiring Collective Agreement will be continued and numbered in sequence as provisions of this Article.)

ARTICLE 11 – LAYOFF AND RECALL

NOTE: Article 11 applies to Full-Time and Regular Part-Time Employees only.

NOTE: For purposes of layoff under Article 11, the clinical laboratory department would include the sub-disciplines of laboratory medicine. For purposes of layoff under this Article, a discipline is a service function within a department.

11.01 Where an employee has her shift cancelled, the employee shall not be entitled to displace another employee.

NOTE: For the purposes of layoff under Article 11, it is understood that the definition of a long-term layoff includes a permanent reduction of hours of a full time employee.

11.02 Short Term Layoff (not greater than 13 weeks)

An employee who is subject to layoff for a period not greater than thirteen (13) weeks shall have the following entitlements:

- (a) Where the Hospital plans the reduction of a service on a short term basis that may lead to a short term layoff of staff, it will notify the affected employee(s) and the Union as soon as possible. The Hospital will allow affected staff to use vacation, other accrued time or unpaid leave to minimize the effect of the reduction.
- (b) Accept the layoff and be placed on a recall list for twenty-four (24) months. During this period of layoff the employee may elect to receive payment of some or all of her earned vacation credits up to a maximum of the period of the layoff. It is understood that her vacation bank and entitlement will be appropriately reduced for that vacation year; or
- (c) Displace an employee within her classification who has lesser bargaining unit seniority and who is the least senior employee within her classification, if the employee originally subject to layoff can perform the duties of the least senior in her classification in her discipline.
- (d) An employee who has the right to displace another employee shall have the right to the same training period as would typically be accorded to a new employee. Such training period may commence prior to the anticipated layoff.

- (e) If the employee cannot displace an employee in (c), the employee may displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in her discipline, if the employee originally subject to layoff can perform the duties of the least senior employee in a lower or identical paying classification in her discipline.

11.03 Long Term Layoff (greater than 13 weeks)

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

- (a) provide the Union with no less than five (5) months notice.
- (b) provide the Labour Management Committee with pertinent financial and staffing information and with a copy of any reorganization plans which impact on the bargaining unit to allow the Committee to carry out its mandated role under this Article.
- (c) at the time that notice is given to the Union, and prior to the giving of written notice to the employees if possible, jointly evaluate, plan and review:
 - the reason causing the layoff
 - the service the Hospital will undertake after the layoff
 - how the Hospital intends to effect the lay-off, including areas where layoffs will occur, and which employees will be laid off
 - ways the Hospital can assist employees to find alternate employment.
 - ways and means of avoiding or minimizing the impact, including:
 - identifying and reviewing possible alternatives to any action that the Hospital may propose taking;
 - identifying and reviewing ways to address on-the-job retraining needs of employees;
 - identifying vacant positions within the Hospital for which surplus members of the bargaining unit might qualify, or such

positions which are currently filled but which are expected to become vacant within a twelve (12) month period.

- identifying Contracting in opportunities
 - Mapping bumping options for affected employees, to the extent possible.
- (d) Any agreement between the Hospital and the Union resulting from the above review concerning the method of implementation will take precedence over the terms of this Agreement.
- 11.04 (a) Local Human Resource Plans will apply to Health Services Restructuring Commission directives. In other circumstances, the balance of Article 11.04 will apply.
- (b) Before issuing notice of long term layoff pursuant to Article 11.05(a), and following notice pursuant to Article 11.03(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.
 - (v) An employee who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of two (2) weeks' salary for each year of service, to a maximum ceiling of fifty-two (52) weeks' salary. (See chart at Article 11.14)

- (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.
 - (ii) If insufficient employees in the department affected accept the offer, the Hospital will then extend the offer to employees in the same classification in other departments. If more employees than are required are interested, the Hospital will make its decision based on seniority.
 - (iii) In no case will the Hospital approve an employee's request under (i) and (ii) above for a voluntary early exit option, if the employees remaining are not qualified to perform the available work.
 - (iv) The number of voluntary early exit options the Hospital approves will not exceed the number of employees in that classification who would otherwise be laid off. The last day of employment for an employee who accepts a voluntary early exit option will be at the Hospital's discretion and will be no earlier than thirty (30) calendar days immediately following the employee's written acceptance of the offer.
 - (v) An employee who elects a voluntary early exit option shall receive, following completion of the last day of work, a separation allowance of two (2) weeks' salary for each year of service, to a maximum of fifty-two (52) weeks' pay. (See chart at Article 11.14)

- 11.05 (a) In the event of layoff, the Hospital shall lay off employees in the reverse order of their seniority within their classification, providing that those employees who remain on the job have the qualifications and ability to perform the work.
- (b) Employees shall be entitled to three (3) months written notice of permanent or long term layoff. To assist the employee in this process, layoff notices will contain, where possible, specific information on bumping options. It is agreed and understood that

Regulation 327, Section 7, of the Employment Standards Act applies. It is further agreed that notice to both the Union and the employees may run concurrently.

- (c) After receipt of such written notice, affected employees will have a period of up to fourteen (14) calendar days to indicate to the Hospital their choice of options as outlined below. Where requested, the employee will have the opportunity to meet with the hospital, and be provided with union representation to discuss the options. The Hospital agrees to meet with the affected employee(s) within seven (7) calendar days after it has received written notification of the employee's choice of entitlement, in order to verify her choice or to discuss alternatives.
- (d) An employee who has the right to displace another employee shall have the right to the same training period as would typically be accorded to a new employee. Such training period may commence prior to the anticipated layoff.

11.06

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

- (a) accept the layoff and be placed on a recall list for twenty-four (24) months from the date the actual layoff begins; or
- (b) accept the layoff, and thereafter, at the Hospital's option, receive pay in-lieu of notice and not be required to report for work during the notice period. It is agreed and understood that during the period of notice the employee's wages and benefits will be maintained as if she were at work, and that her layoff will be deemed to have commenced at the end of the notice period.
- (c) displace an employee who has lesser bargaining unit seniority and who is the least senior employee within her classification, identical paying classification, or lower paying classification in her discipline or department, if the employee originally subject to layoff can perform the duties of the least senior employee within her classification, identical paying classification, or lower paying classification in her discipline or department.
- (d) An employee who has the right to displace another employee shall have the right to the same training period as would typically be accorded to a new employee. Such training period may commence prior to the anticipated layoff.

(Article 11.06 (e) and (f) will only appear in those collective agreements where a combined full-time and part-time OPSEU paramedical bargaining unit exist:)

- (e) If the full-time employee cannot displace a full-time employee in (c), the employee may displace a part-time employee who has lesser bargaining unit seniority and who is the least senior employee in her classification, identical paying classification, or lower paying classification in her discipline or department, if the employee originally subject to layoff can perform the duties of the least senior employee in her classification, identical paying classification, or lower paying classification in her discipline or department.
- (f) If the part-time employee cannot displace a part-time employee in (c), the employee may displace a full-time employee who has lesser bargaining unit seniority and who is the least senior employee in her classification, identical paying classification, or lower paying classification in her discipline or department, if the employee originally subject to layoff can perform the duties of the least senior employee in her classification, identical paying classification, or lower paying classification in her discipline or department.
- (g) If the employee cannot displace an employee in her discipline or department, the employee may displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in another department, if the employee originally subject to layoff can perform the duties of the least senior employee in a lower or identical paying classification in another department.
- (h) An employee who has the right to displace another employee shall have the right to the same training period as would typically be accorded to a new employee. Such training period may commence prior to the anticipated layoff.

(Article 11.06 (i) will only appear in those collective agreements where a combined full-time and part-time OPSEU paramedical bargaining unit exist:)

- (i) (i) If the full-time employee cannot displace a full-time employee in (e), the employee may displace a part-time employee who has lesser bargaining unit seniority and who is the least senior employee in another department, if the employee originally subject to layoff can perform the duties of the least senior employee in another department.
- (ii) If the part-time employee cannot displace a part-time employee in (f), the employee may displace a full-time

