

Collective Agreement

between

**Ontario Public Service Employees Union
on behalf of its Local 677**

and

Northern Ontario School of Medicine

DURATION: May 1, 2012 – April 30, 2016



Sector 9
6-677-758-20160430-9

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ARTICLE 1 – TITLE AND LANGUAGE OF THE COLLECTIVE AGREEMENT

- 1 a) The official title of this Agreement shall be "The Collective Agreement between the Ontario Public Service Employees Union and its Northern Ontario School of Medicine Local 677 – Staff Unit and the Board of Directors of the Northern Ontario School of Medicine".
- b) An English version of the Collective Agreement agreed by the parties shall be official and definitive. Both parties agree to use only the official version in any proceedings arising out of the Collective Agreement.

ARTICLE 2 – DEFINITIONS

Academic Year:

The twelve (12) month period commencing July 1 and ending June 30 of any given year.

Agreement:

This Collective Agreement between the Union and the Employer including any written amendments agreed to by the parties during the term of the Collective Agreement and all Letters of Understanding or Memoranda of Agreement incorporated by reference in the Agreement.

CPSO:

College of Physicians and Surgeons of Ontario.

Employee:

A person included in the Bargaining Unit in Article 6 hereof and/or otherwise by agreement of the parties.

Employer:

The Board of Directors of the Northern Ontario School of Medicine, or its designate.

NOSM:

Northern Ontario School of Medicine.

OPSEU:

Ontario Public Service Employees Union.

Parties:

The Board of Directors of the Northern Ontario School of Medicine and the Ontario Public Service Employees Union and its Northern Ontario School of Medicine Local 677 (Staff Unit).

Portfolio:

A division of academic or professional activity typically comprised of two or more units and generally reporting to an Associate Dean. At the time of execution of this Agreement, there are seven (7) portfolios, as follows:

Administration
 Community Engagement
 Dean's Office
 Faculty Affairs
 Postgraduate Education (PGE)
 Research
 Undergraduate Medical Education (UME)

Staff Unit:

Members of OPSEU Local 677 as defined in Article 6.

Union:

The Ontario Public Service Employees Union and its Northern Ontario School of Medicine Local 677 - Staff Unit.

Unit:

A division of academic or professional activity typically reporting to a Director or Manager.

Worksite:

A community in which NOSM has a regularly staffed office location. At the time of execution of this Agreement, there are three (3) worksites, as follows:

Sault Ste. Marie (Ojibways of Batchawana)
 Sudbury
 Thunder Bay

Host Universities:

Include Laurentian University and Lakehead University

Regular Full Time Employee:

An employee who is employed on a continuing basis and who is regularly scheduled to work a minimum of 35 hours per week.

Regular Part Time Employee:

An employee who is employed on a continuing basis and who is regularly scheduled to work fewer than 35 hours per week.

ARTICLE 3 – COPIES OF THE AGREEMENT

- 3.1 The parties will jointly prepare the master copy of the draft form of the Agreement needed for ratification; including those Appendices which the parties agree should be distributed. Each party shall produce at its own cost sufficient copies of the master draft agreement for ratification purposes.
- 3.2 Subsequent to ratification, the parties will cooperate in any technical editing still required. This process shall not delay implementation or signing of the Agreement. The parties will equally share the cost of the production of the necessary number of copies of the agreement to be produced by a Unionized print shop agreeable to the parties. The Employer shall issue, at no charge, a copy of the Agreement to each new employee, whose employment falls within the bargaining unit, no later than with the offer of employment.
- 3.3 The Employer shall publish the approved final Agreement and any approved amendments on the School's website.

ARTICLE 4 – PURPOSE OF THE AGREEMENT

- 4.1 To foster a working environment that enables employees to achieve the objects and purposes of the School.
- 4.2 To maintain a harmonious relationship between the Union and the Employer by providing amicable means for settling differences which may arise between them from time to time arising from the application, administration, interpretation or alleged violation of this Agreement.
- 4.3 To set forth terms and conditions relating to employment, remuneration and benefits.

- 4.4 To encourage the efficient and responsible conduct of the life and work of the School.

ARTICLE 5 – THE OBJECTS AND PURPOSES OF THE SCHOOL

- 5.1 The objects and purposes of the School as of the date of ratification of this agreement are set out as follows:
- 5.2 To work under the auspices of Lakehead University of Thunder Bay and Laurentian University of Sudbury to establish, operate and maintain a Medical School which is responsive to the needs of the people of Northern Ontario and other regions of Canada for the purposes of:
- a) Providing undergraduate and postgraduate medical education programs with a primary focus on those programs that are innovative and responsive to the individual needs of learners and to the healthcare needs of the people of Northern Ontario;
 - b) Advancing the highest quality of medical learning, teaching, research and professionalism;
 - c) Contributing to the advancement of medical education and healthcare services in Northern Ontario and in the Ontario, Canadian and global contexts with particular focus on the unique healthcare needs of the people who live in the communities of Northern Ontario and other northern regions of Canada; and
 - d) Facilitating learner appreciation of the opportunities for quality educational and professional medical careers in rural and northern regions of Ontario with a focus on Northern Ontario and its communities' healthcare needs.

ARTICLE 6 – RECOGNITION OF BARGAINING UNIT

- 6.1 a) The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all office, clerical, administrative, technical and service employees working in and out of the Northern Ontario School of Medicine, save and except supervisors, persons above the rank of supervisor, executive assistants and persons employed in a confidential capacity in matters relating to labour relations, student assistants, co-op students, student teaching assistants and persons covered by a subsisting collective agreement.
- b) Clarity Note: Student assistants, co-op students and student teaching assistants means full-time students at a university or college who are also

employed by the Northern Ontario School of Medicine in the capacity of student assistant, co-op student or student teaching assistant.

- c) The parties agree that this article is subject to paragraph 2 of the Voluntary Recognition Agreement dated May 21, 2009 and the Appendices thereto, attached hereto as Schedule "B" and forming part of this Agreement.
- d) The parties agree that this article is subject to the Memorandum of Agreement regarding Voluntary Recognition Agreement dated April 1, 2010, attached hereto as Schedule "C" and forming part of this Agreement.
- e) The parties furthermore agree that the following positions are excluded from the bargaining unit:
 - i) Members of the Senior Leadership Group, including Managers and Directors, members of the Executive Group, Assistant Deans and Division Heads
 - ii) Academic staff including faculty
 - iii) Post-doctoral fellows engaged in teaching and/or research;
 - iv) Medical doctors
- f) i) The parties agree that the following positions are excluded from the bargaining unit:
 - CHPE Office Coordinator
 - UME Office Coordinator
 - Accreditation Coordinator
- ii) The parties further agree that, in the event such positions are renamed, they shall continue to be excluded from the Collective Agreement as long as their duties relating to labour relations matters are not at that time substantially altered.

6.2 Singular / Plural

Wherever the singular is used in this Agreement it shall also mean the plural and vice versa where the context so requires.

6.3 Feminine / Masculine

Wherever the feminine gender is used in this Agreement, it shall also mean the masculine gender and vice versa where the context so requires.

ARTICLE 7 – SECURITY OF THE UNION

7.1 The Employer agrees to deduct:

- a) Union dues or an equivalent amount from the salaries (including any and all stipends) of all employees;
- b) any other fees, levies, and assessments which may be authorized in writing to the School by the Union from time to time.

7.2 Deductions and Remittances shall be as follows:

- a) Deductions for Union dues, fees, levies and assessments as per 7.1 a) and b) shall be made from the payroll of every pay period effective on the first day worked as a bargaining unit member and shall be forwarded to the OPSEU Accounting Department at 100 Lesmill Road, Toronto Ontario M3B 3P8 not later than the last working day of the following month;
- b) Local fees, levies, and assessments deducted as per 7.1 a) and b) shall be made from the payroll of every pay period effective on the first day worked as a bargaining unit member and shall be forwarded to the OPSEU Accounting Department at 100 Lesmill Road, Toronto Ontario M3B 3P8 not later than the last working day of the following month;
- c) The remittance shall be accompanied with a list to be sent to both the OPSEU Accounting Department and the OPSEU NOSM Local Treasurer specifying the names of those employees of the bargaining unit from whose salaries the aforementioned deductions have been made and the individual amount of each employee's deduction. The format of such list may be the subject of discussion to facilitate compatibility.

7.3 The Union shall advise the Employer of changes in the dues, fees, levies or assessments at least one (1) month in advance of the pay period in which the changes come into effect.

7.4 At the time that Income Tax slips are provided to each employee by the Employer, the Employer shall indicate on the slips or separately to each employee, the deductions from his/her salary under this Article.

7.5 The Union shall indemnify and save harmless the Employer against any action arising out of the wrongful deduction of money for Union dues resulting from the Union's instructions.

7.6 The parties agree that the current formula of Union dues deductions as per 7.1 a) and b) will be applied to all remuneration.

ARTICLE 8 – NO STRIKES AND LOCKOUTS

- 8.1 The Union agrees that there shall be no strikes (including a full or partial withdrawal of services), slowdown or stoppage of work and the Employer agrees that there shall be no lockouts during the term of this Agreement. The terms "strike" and "lockout" shall be as defined in the *Ontario Labour Relations Act*, as amended from time to time.
- 8.2 The parties agree that employees under this agreement are required to continue to enter the worksite(s) and to perform their regular duties in the event of strike or lockout involving employees in other bargaining units.

ARTICLE 9 – NO DISCRIMINATION

The parties acknowledge the importance of fostering an environment free from discrimination, harassment and bullying.

- 9.1 The Employer will maintain Discrimination and Harassment Procedures and a Discrimination and Harassment Policy for the life of this agreement. Such policy and procedures will include the assertion that discrimination, bullying and harassment of a physical, verbal or psychological nature are not acceptable.

For the purposes of reviewing the policy and procedure and its operation and submitting recommendations for change, the Employer shall appoint a working group, which will include representatives elected and/or appointed from amongst the Bargaining Units within the School.

Nothing in the policy will limit or amend the provisions of this Collective Agreement.

- 9.2 The parties agree that there shall be no discrimination or harassment as defined by the *Ontario Human Rights Code*, by the Employer, the Union or any employee against any person while carrying out the business of NOSM by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status, or disability.
- 9.3 The parties agree that there will be no discrimination, harassment, interference, restraint, or coercion exercised or practiced upon any employee because of membership or non-membership, activity or lack of activity in the Union.
- 9.4 The parties agree that the choice of the most competent person for a posting as described in a formally approved job description or a formally approved advertisement will not constitute discrimination as long as such choice is not in violation of the *Ontario Human Rights Code* or its relevant rules and regulations.

Harassment Complaints:

- 9.5 The Parties agree that harassment is not acceptable under any circumstance and will be dealt with, promptly in the following manner:
- 1) The parties agree that the preferred method of handling harassment complaints is to follow the procedures outlined in the Employer's Harassment and Discrimination Policies and Protocols, and that they will encourage employees to follow such procedures in dealing with such complaints.
 - 2) The parties agree, however, that allegations of discrimination or harassment in the workplace, including allegations of *Code*-based discrimination or harassment, may alternatively be filed in accordance with the grievance and arbitration procedures set out in this agreement, in accordance with the following principles:
 - a) In general, only one process should be pursued (ie. either a complaint under the Harassment and Discrimination Procedures and Protocol, or a Grievance);
 - b) Where both a Complaint and a Grievance are filed, the parties will attempt to reach agreement as to which process will be pursued, and where agreement is reached, the other process will be deemed abandoned;
 - c) Where agreement cannot be reached as to which process is to be pursued, the complainant(s)/grievor(s) shall determine which process is to be pursued first, and the other process will be held in abeyance until the first process is abandoned, completed, or resolved. Every effort will be made to ensure that the outcome of the first process resolves all issues in that process as well as the one held in abeyance, and that the process held in abeyance will be withdrawn or deemed settled with the resolution of the first process.

The purpose of these principles is to avoid delay, uncertainty, excessive cost and inconsistency which can occur where multiple proceedings are initiated to address the same or similar issues, and the parties agree to work together to promote these principles.

ARTICLE 10 – ACCOMMODATION

- 10.1 The parties agree that accommodation means any adjustment in the terms and conditions of employment or the physical environment which may be required as a result of an employee's medically documented disability, whether permanent or temporary. Nothing in this Article will serve to diminish or negate any duty, right or responsibility of any party pursuant to the *Ontario Human Rights Code*.

- 10.2 Employees with a physical or mental disability (permanent or temporary) have the right to accommodation, including modification of an existing accommodation. Accommodation shall entail any necessary adjustments to physical workspace and modification of any aspect of an employee's workload or accepted work practices in accordance with the *Ontario Human Rights Code*.
- 10.3 The parties acknowledge their respective obligations in the accommodation process. The employee shall cooperate with the Employer and the Union in the development and implementation of accommodation plans.
- 10.4 The parties agree that in addressing accommodation requirements, the Employer or agent of the Employer may require information from a licensed physician or other licensed health care practitioner. The reasonable costs of any documentation required under this Article shall be paid by the employee and reimbursed by the Employer to the employee.

ARTICLE 11 – WORKING ENVIRONMENT

- 11.1 The Employer will provide and maintain facilities, services and equipment and provide access to the School premises as is deemed necessary for the discharge of employees' responsibilities. The Employer will provide access to a lockable drawer or comparable secure space for personal effects. The Employer promotes and employs safe work practices and ergonomics in the workplace.
- 11.2 All employees, including retirees, upon request, are entitled to a photo identification and/or library card at no cost to them except if they require a replacement for a lost card.
- 11.3 Employees with a temporary or long-term disability or pregnant employees may request a designated parking space as close as reasonably possible to their office. Such parking space will be provided, if available, and in accordance with the policies of the host universities and other work sites.

PARKING

- 11.4 The parties agree that employees wishing to obtain a parking permit in any parking area on campus shall pay the fee established by the University. The Board agrees to facilitate payment via monthly payroll deduction subject to the policies of the host universities.

ARTICLE 12 – PRIVACY AND SECURITY

- 12.1 **PRIVACY**

- a) NOSM is governed by the Ontario Freedom of Information and Protection of Privacy Act (the “Act”) and Regulations and other provincial and federal privacy legislation including the Ontario Personal Health Information Protection Act and the Federal Personal Information Protection and Electronic Documents Act.
- b) As an institution under the Ontario Freedom of Information and Protection of Privacy Act (the Act) NOSM has a responsibility to protect the public interest and has a commitment to the highest standards of institutional integrity, transparency and accountability.
- c) The Employer agrees to comply with applicable policies and legislation concerning the collection and use of personal information pertaining to employees.

12.2 SECURITY

- a) The parties recognize that NOSM, its employees, learners and the general public may require security and safety precautions through the installations of video cameras, audio recorders or other monitoring devices in designated work sites. Employees shall be advised of such precautions.
- b) Information obtained through video cameras, audio recorders or other monitoring devices installed for surveillance purposes shall not be used to monitor or to discipline an employee for work performance.

ARTICLE 13 – RIGHTS AND PRIVILEGES OF THE UNION

- 13.1 The Employer agrees to provide the Union with the use of a serviced office, at each campus, which will be shared with Unit 1, in an area of the School chosen by the Employer after consultation with the Union in space that can be made available.
- 13.2 This arrangement is conditional on a letter of understanding with OPSEU Unit 1 assigning MS323A and HS1015 for the term of this agreement unless otherwise agreed by the parties.
- 13.3 The Union shall have access to:
 - a) bulletin boards of reasonable dimensions;
 - b) use of the e-mail system pursuant to existing NOSM protocols. Such protocols are subject to change but will not unduly restrict the Union’s continued usage.

- 13.4 Authorized representatives of the Union shall be permitted reasonable opportunity to meet with members or with representatives of the Employer concerning grievances or other issues arising out of this agreement on the Employer's property at any time. Employees will not absent themselves from their normal duties for such purposes without taking reasonable steps to inform their Supervisor, and shall immediately advise their Supervisor upon return to their normal duties. Such business shall not interfere with or interrupt normal operations. Employees shall not be penalized for exercising these rights.
- 13.5 The Employer shall permit the Union to book and use School premises as meeting rooms and audio visual facilities on the same basis as School users, recognizing that the Employer needs take priority.
- 13.6 The Employer will allow the Union to use School printing services to be charged on the same basis as other School users. The Employer will allow the Union to use school telephones with charges for long distance calls paid by the Union.
- 13.7 The Employer recognizes the value of participation by bargaining unit members in authorized committee work, and encourages ongoing contributions to committee work subject to operational requirements. Participation and reasonable preparation time for such committee work will be without loss of pay or service.
- 13.8 The Employer recognizes that the President of the Staff Unit, or someone designated by the President of the Staff Unit, and a second member designated by the President of the Staff Unit shall have observer status at meetings of the Board of Directors and may attend meetings of committees of that body provided that such attendance does not unduly interfere with the performance of the employees' duties. A copy of the notice of meeting, agenda and meeting documents will be provided to those who are entitled to attend. The right to attend meetings and to receive documents shall not extend to closed meetings or portions of closed meetings.

ARTICLE 14 – MANAGEMENT RIGHTS

- 14.1 Subject to the provisions of this Agreement the Union acknowledges that it is the exclusive right of the Employer:
- a) to generally manage the affairs of the Employer;
 - b) to maintain order, discipline, efficiency and in connection herewith to make, to alter and enforce from time to time rules, regulations, protocols, policies and practices to be observed by employees;

- c) to hire, transfer, classify, promote, demote, layoff, recall, assign duties, and to suspend, discipline, or discharge any employee who has acquired seniority for just cause, provided that a claim by an employee who has acquired seniority that he has been unjustly disciplined or discharged may be the subject matter of a grievance and dealt with as hereinafter provided. A claim by an employee who has not acquired seniority will not be the subject of a grievance unless such actions are found to be arbitrary, in bad faith or in violation of the *Ontario Human Rights Code*;
- d) operate and manage NOSM in all respects in accordance with the Employer's commitments, obligations and responsibilities including but not limited to the right to determine: the number and location of the Employer's establishments and their expansion or curtailment; direction of the work force, schedules of operations, methods, techniques, work procedures, quality and quantity standards; determine job content, establishment of work or job assignments and location of positions, change, combine or abolish job classifications, qualifications of an employee to perform any particular job; require to have medical examinations; decide the number and type of employees needed by the Employer at any time, number of hours to be worked, starting and quitting times, when overtime shall be worked and require employees to work overtime.

14.2 The Employer agrees that in administering the Collective Agreement it will act in a reasonable manner consistent with the provisions of the Collective Agreement.

ARTICLE 15 – CORRESPONDENCE

- 15.1 Except where otherwise expressly provided in this Agreement, notices required to be given under the provisions of this Agreement shall be in writing and shall be sufficient if addressed to the appropriate recipient and delivered to the recipient personally or by registered mail to the individual's last address on file with the Employer. Notice shall be deemed to have been received on the fifth day after it was sent by registered mail, and immediately in the case of personal service.
- 15.2 Notices to and official correspondence with the Union shall be addressed to the attention of the President of the OPSEU NOSM Local 677 – Staff Unit or the President's designate and the OPSEU Staff Representative as designated in writing by OPSEU.
- 15.3 Notices to and official correspondence with the Employer shall be addressed to the Associate Dean of Administration and Director of Human Resources or to any other person designated in writing by the Employer.

ARTICLE 16 – LABOUR MANAGEMENT COMMITTEE

- 16.1 The Vice-President of the Staff Unit of the local Union or their designate and the Chief Administrative Officer or the Director of Human Resources or designate shall act as liaison between the parties as required by this Agreement.
- 16.2 When either party deems it advisable, its representative may be accompanied by one (1) or more advisors.
- 16.3 The parties agree to form a Labour Management Committee for the administration of the Agreement, composed of three (3) representatives of each party.
- 16.4 The Committee shall attempt:
- a) to maintain and develop a spirit of cooperation and mutual respect between the parties;
 - b) to facilitate better working relationships between the employees, Employer and the Union;
 - c) to discuss, review, and make recommendations to the parties on matters of concern to either party, excluding formal grievances.
- 16.5 The Committee shall meet no less than quarterly at times to be mutually agreed.
- 16.6 The Committee shall be chaired alternating by a representative of the Employer and a representative of the Union. The Chair shall be responsible for preparing and distributing the agendas and preparing and distributing minutes of meetings. Either party may have the assistance of an advisor as they deem necessary subject to notification of the two parties in advance.
- 16.7 The Committee shall determine its own procedures subject to the provision that a quorum shall consist of at least two (2) representatives of each party.
- 16.8 The Committee shall not have the power to add to or to modify the terms of this Agreement.
- 16.9 - **OPENNESS AND TRANSPARENCY**

The parties agree that they will meet at Labour Management Committee to discuss the promotion of openness and transparency, to allow the parties to better understand issues and circumstances affecting members of the bargaining unit. Documents which are reasonably relevant to discussions taking place at the Labour Management Committee shall be provided in advance of the meeting,

however this shall not require the production of documents over which the Employer asserts a confidentiality interest.

16.10 - EXISTING PRACTICES

- a) Prior to modifying or discontinuing any working conditions not covered by the Agreement, the Employer agrees to give notice of such change or discontinuance to the Union.
- b) The Union shall be afforded the opportunity to make a representation to the Employer through the Labour Management Committee prior to the implementation of any change as defined above.

ARTICLE 17 – NEGOTIATIONS COMMITTEE

- 17.1 The Employer acknowledges the right of the Union to appoint or otherwise select a Negotiation Committee composed of not more than five (5) employees who have completed their probationary period with the Employer for the purpose of negotiating a renewal of this collective agreement.
- 17.2 The Union shall notify the Employer in writing of the names of the Negotiation Committee members at least thirty (30) days prior to any scheduled negotiations and will advise the Employer of changes thereto immediately when changes occur. Only those Negotiation Committee members of whom the Employer has been duly notified shall be recognized by the Employer.
- 17.3 The Negotiation Committee members shall obtain permission from the Director of Human Resources before absenting themselves from their place of work in order to attend caucus, negotiation, conciliation, and mediation meetings. The Employer agrees that such permission shall not be unreasonably withheld. Employees will not lose pay for regular hours in attendance at negotiation meetings with the Employer up to and including conciliation. The Union will be responsible for all caucus costs between scheduled bargaining sessions.
- 17.4 The place of meeting for contract negotiations shall be mutually agreed upon by both the Employer and the Union, and the meeting room costs, if any, shall be shared equally by the Employer and the Union. All other costs associated with collective bargaining shall be borne by the party incurring such cost.
- 17.5 When negotiating a renewal of this collective agreement the Union shall have the right to have the assistance and presence of a representative from OPSEU or other representative of its choice. The Employer shall also have the right to have the assistance and presence of a representative of its choice.

ARTICLE 18 – GRIEVANCE PROCEDURE

18.1 Definition of a Grievance

For the purposes of this Agreement a grievance shall be defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of this Agreement including any question as to whether a matter is arbitrable. It is agreed that only one (1) individual grievance involving the same employee and concerning the same facts, incidents and alleged violation of this Agreement shall be recognized. Each grievance shall set out the facts of the alleged violation, the Article(s) of the collective agreement alleged to have been violated and the remedy or relief sought.

- 18.2 a) The parties will make every reasonable effort to resolve complaints and grievances as quickly as possible;
- b) Should a difference arise between the Employer and any employee regarding the interpretation, application, administration or alleged violation of the provisions of this Agreement, the following procedure will be followed:

18.3 Step 1 – Complaint

An employee who has a complaint shall first discuss the complaint with his/her immediate Supervisor or designate and shall articulate that the complaint is Step 1 of the grievance process. An employee may have a Union Steward present if so desired. The Supervisor shall respond to the complaint within five (5) working days.

18.4 Step 2 – Grievance

If the complaint is not resolved at Step 1 it shall be forwarded, in writing, on a grievance form, by the Grievor or the Union Steward to the Director of Human Resources within five (5) working days of the receipt of the reply at Step 1. The Director of Human Resources or designate shall meet with the Grievor and Steward within ten (10) working days of the receipt of the grievance. The Director of Human Resources or designate shall, within five (5) working days of such meeting, render his/her reply in writing.

18.5 Step 3

If not satisfactorily resolved [at Step 2], the grievance may be referred, in writing, to the Dean/CEO of NOSM or designate within five (5) working days.

After the grievance is referred to the Dean/CEO of NOSM or designate, the parties shall meet within fifteen (15) working days at which time they will attempt

to resolve the grievance. The Dean/CEO of NOSM or designate shall, within ten (10) working days, render a reply in writing.

- 18.6 Any complaint not made within twelve (12) working days after the occurrence which is the basis of the complaint, or within twelve (12) working days after the employee should reasonably have had knowledge of the said event, shall be deemed to have been abandoned.
- 18.7 Working days for the purpose of Articles 18 (Grievance Procedure) and 20 (Discipline/Discharge/Arbitration) shall be calculated by excluding Saturdays, Sundays and paid / statutory holidays.
- 18.8 In the event the grievance is resolved during the grievance procedure such settlement shall be reduced to writing and signed by the parties within ten (10) working days of the date of settlement or such other time period as the parties may agree. Any such settlement will be final and binding on the parties.
- 18.9 Discussions between the parties during grievance meetings shall be without prejudice and shall not be relied upon in any subsequent arbitration hearing.
- 18.10 If the parties are unable to resolve the grievance, as provided above, the Union or the Employer may refer the matter to arbitration within twenty (20) working days after receiving the answer at Step 3. Prior to such referral, the parties may agree to use the services of a Grievance Mediator. The cost and expenses of such Grievance Mediator shall be shared equally between the parties.
- 18.11 The time limits referred to in this Article may be extended by mutual agreement of the parties, in writing.
- 18.12 If the Grievor fails to observe the time limits in this Article the grievance shall be deemed to be abandoned, and failure on the part of the Employer to observe the time limits shall permit the Grievor to move to the next Step in the Grievance Procedure.

POLICY GRIEVANCE

- 18.13 A complaint arising directly between the Employer and the Union concerning the interpretation, application, administration or alleged violation of this Agreement shall be lodged, in writing, as a policy grievance within seven (7) working days following the date the circumstances giving rise to the grievance occurred or should have come to the attention of the party filing the grievance. A policy grievance may be filed by either the Employer or the Union and shall be commenced at Step 2 of the grievance procedure, with necessary modifications.
- 18.14 If the parties are unable to resolve the grievance, as provided above, the Union or the Employer may refer the matter to arbitration within twenty (20) working

days after receiving the answer at Step 3. Prior to such referral, the parties may agree to use the services of a Grievance Mediator. The cost and expenses of such Grievance Mediator shall be shared equally between the parties.

GROUP GRIEVANCE

- 18.15 Where two (2) or more employees have identical grievances, and each employee would be entitled to grieve separately, one (1) employee shall be selected to present the grievance on behalf of the employees and/or group named therein, including the names of the Grievors, within five (5) days following the date the circumstances giving rise to the grievance occurred or should have come to the attention of any of the Grievors. The grievance shall set out the facts of the alleged violation, the Article(s) of the collective agreement alleged to have been violated and the remedy or relief sought. Such grievance shall be commenced at Step 2 of the grievance procedure.
- 18.16 If the parties are unable to resolve the grievance, as provided above, the Union or the Employer may refer the matter to arbitration within twenty (20) working days after receiving the answer at Step 3. Prior to such referral, the parties may agree to use the services of a Grievance Mediator. The cost of such Grievance Mediator shall be shared equally between the parties.

ARTICLE 19 – ARBITRATION

- 19.1 Either party may give written notice in accordance with Article 18.10 of its intention to submit the matter in dispute to an arbitrator for final and binding arbitration in accordance with the provisions of this Agreement.
- 19.2 The arbitrator shall be chosen by mutual agreement from any recognized list of arbitrators.
- 19.3 The arbitrator shall have the duty and power to adjudicate all differences between the parties, and shall have all the powers of an arbitrator as stated in the *Ontario Labour Relations Act*, as amended from time to time.
- 19.4 The arbitrator shall not have the power to alter, add to, modify, or amend the Collective Agreement, or to make any decision inconsistent with the terms and provisions of the Collective Agreement.
- 19.5 The parties shall share equally the fees and expenses of the arbitrator.
- 19.6 Notwithstanding the provisions of this article, the parties may agree to submit a grievance to arbitration by a three-person arbitration panel, on such terms as are agreed by the parties.

- 19.7 The parties may agree to submit the grievance to be dealt with by a mediator/arbitrator. Where such election is agreed, the above provisions will be considered modified accordingly.

ARTICLE 20 – DISCIPLINE / DISCHARGE / ARBITRATION

- 20.1 The Employer is committed to the use of a progressive disciplinary approach, however, that does not restrict the Employer's right to impose discipline which is non-progressive, where appropriate.
- 20.2 Whenever the Employer deems it necessary to discipline an employee, the Employer shall, within twenty (20) working days of the date the Employer knew or ought reasonably to have known of the occurrence of the matter giving rise to the discipline give written particulars of such discipline to the employee involved, with a copy to the Union.
- 20.3 An employee shall be advised of their right to Union representation and to be accompanied by a Union Steward on the occasion of an investigation meeting with a representative of the Employer and/or where a disciplinary warning, suspension or discharge is to be imposed.
- 20.4 In the imposition of discipline, the Employer will not rely upon disciplinary infractions which are more than eighteen (18) months old (twelve (12) months in the case of written warnings) provided there has been no further equivalent or greater disciplinary action imposed within the eighteen (18) month (twelve (12) months in the case of written warnings) period. The records pertaining to such disciplinary action will be removed from the employee's disciplinary history however may be retained by the Employer for non-disciplinary purposes.

DISCHARGE CASES

- 20.5 A claim by an employee that he/she has been unjustly discharged from employment shall be treated as a grievance if a written statement of such grievance is lodged by a Union Steward with the Director of Human Resources within ten (10) working days after the discharge of the employee. The Director of Human Resources shall, within ten (10) working days, render a reply in writing. If the grievance is not satisfactorily resolved following the response of the Director of Human Resources, the grievance shall continue at Step 3.
- 20.6 The termination of a probationary employee is not grievable as long as the termination is not arbitrary, discriminatory or in bad faith.
- 20.7 A discharge grievance may be settled by confirming the Employer's action in dismissing the employee, by reinstating the employee with full compensation for

time lost, by any other arrangement which is agreed upon by the parties, or as ordered by an arbitrator.

ARTICLE 21 – HOURS OF WORK AND SCHEDULES

21.1 The regular work week for regular full time employees shall consist of thirty-five (35) hours of work per week, which will normally occur between 07:00 and 17:00 hours from Monday to Friday. Work days shall normally be consecutive and consist of seven (7) hours excluding an unpaid one (1) hour meal period. Nothing herein is intended to alter existing practices regarding Flexible Work Hours.

This shall not constitute a guarantee of hours of work per day or per week, or of days of work per week, nor a guarantee of work schedules. The Employer agrees that it will not schedule employees to work split shifts unless it is agreed to by the employee.

Days Off

21.2 Employees shall be scheduled two (2) consecutive days off per week, except in the case of agreement between the Employer and employee.

21.3 Where the Employer decides to change an employee's regular schedule, the following principles will apply:

a) Temporary Scheduling Changes

- i) In the case of scheduling changes of a temporary nature, such changes shall not be implemented with less than three (3) weeks written notice (by way of e-mail providing details of such change), except with approval of affected employee(s). Any further scheduling changes made within four weeks of the implementation of a new temporary schedule will be compensated at time and a half for any altered hours falling outside the new temporary schedule. Temporary schedule changes shall be confirmed in writing at the date of the scheduling change.
- ii) Where the Employer makes temporary changes to an employee's schedule which are expected to affect more than four (4) individual shifts or one full work week where scheduled consecutively in any month, the Employer shall comply with Paragraph 2 i) – 2 iii) (Permanent/Indefinite Scheduling Changes) below.
- iii) The Employer shall assign such schedules in a fair and equitable manner and in accordance with its operating requirements.

b) Permanent/Indefinite Scheduling Changes

In the case of scheduling changes of a permanent or indefinite nature:

- i) The Employer will first notify the Union of its intention to implement permanent / indefinite scheduling changes.
- ii) The Employer and the Union will meet to discuss such scheduling requirements and the implementation of such schedules including the potential for flexible hours of work or compressed work week options.
- iii) Following such discussions the parties may implement agreements which address key elements of the arrangement including:
 - Portfolio, unit and employee affected
 - Hours of work
 - Agreed variations from the collective agreement
 - Meals/rest periods
 - Term, including termination provisions
 - And any other relevant matters.
- iv) NOSM shall make every reasonable effort to reach agreement with the Union before implementing such change(s). Should there be no agreement, NOSM shall provide the Union with reasons, in writing, for implementing without agreement.
- v) Such changes shall not be implemented with less than four weeks' notice to the affected employee except with approval of such employee(s).

21.4 Shift Premium

- a) For all hours worked that fall outside of the hours of 07:00 and 17:00 hours from Monday to Friday, the following shift premiums will apply:
 - i) an additional \$1.00 per hour for such hours worked from Monday to Friday, or
 - ii) an additional \$1.50 per hour for such hours worked on a weekend.

ARTICLE 22 – OVERTIME

- 22.1 a) Authorized overtime work performed in excess of thirty-five (35) per week shall be banked at the rate of one and one-half (1½) hours for each hour of overtime worked, up to a total of seventy (70) hours in an employee's overtime bank. An employee's bank shall be reduced by the amount of in lieu time requested immediately upon approval of the request. All additional hours

of overtime will be paid out by the end of the following pay period after which they are earned.

- b) Notwithstanding the foregoing, up to one half of an employee's banked overtime hours may also be paid out, at the discretion of the Employer or employee, once per six (6) month period.

22.2 Assignment of overtime will be distributed on a fair and equitable basis within the portfolio, among employees suitable to perform the available overtime work.

22.3 a) Reasonable efforts will be made to schedule travel during regular hours of work. Where travel is required outside regular hours of work, however, the employee and Supervisor will attempt to vary the employee's scheduled hours of work to accommodate the travel requirements.

- b) Employees will not be compensated for travel time outside his/her scheduled hours to or from events where their attendance is not required by the Employer (e.g. employee requested conferences).

22.4 Pyramiding

There shall be no duplication or pyramiding of overtime or other payments under this Agreement, nor shall the same hours worked be counted as part of the normal work week, and also as hours for which an overtime premium is payable.

22.5 The assessment of suitability under Articles 16 (HOURS OF WORK) or 17 (OVERTIME) shall include, but is not limited to, considerations of travel required from an employee's work site to perform the available work.

ARTICLE 23 – PERSONAL LEAVE

23.1 Subject to operational requirements, the Employer may grant a personal leave of absence without pay for up to twelve (12) months. The request for leave of absence shall be made in writing as follows:

- a) In the case of a leave of no more than thirty (30) calendar days, the request for leave must be made at least fourteen (14) calendar days in advance.
- b) In the case of a leave of more than thirty (30) calendar days, the request for leave must be made at least sixty (60) calendar days in advance.

23.2 In the event of an emergency, the request for leave shall be made as far in advance as possible.

- 23.3 When applying in writing for such leave, an employee shall indicate the proposed date of departure, the reason for the leave, and the date of return. Such requests will not be unreasonably denied. Any leave of absence granted by the Employer shall be in writing and shall set out the length of the leave of absence granted, the purpose of the leave and the terms, if any, on which it is granted.

ARTICLE 24 – BEREAVEMENT LEAVE

- 24.1 An employee who notifies the Employer as soon as possible following a death in the employee's family will be granted a leave of absence in order to mourn and attend to arrangements for the number of days set out below without loss of the employee's regular pay from the employee's regularly scheduled hours.
- a) Five consecutive working days in the event of the death of a spouse, common-law and same-sex spouse, child, stepchild, father, mother, sister, brother, step-parents.
 - b) Three consecutive working days in the event of the death of a son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, mother-in-law, father-in-law, grandparents of the employee's spouse, uncle, aunt, niece, and nephew.
 - c) A total of seven (7) hours per calendar year in the event of the death of a close friend or a relative not included in the definitions of family above.
 - d) The employee will be entitled to save any portion of the bereavement leave where a service or interment is scheduled at a later date. Where travel is required, additional time without pay may be granted by the Employer.
 - e) Employees who must travel a distance of 300 km or more for the purpose of attending the funeral will be granted an additional one (1) day without loss of pay.
 - f) If, while on another scheduled leave, an employee is bereaved in circumstances under which he/she would have been eligible for leave, the employee is entitled to substitute bereavement leave for the other leave.

ARTICLE 25 – PREGNANCY, PARENTAL AND ADOPTION LEAVE

- 25.1 a) An employee is eligible for pregnancy and/or parental leave following thirteen (13) weeks of continuous service with the School prior to the estimated date of delivery or adoption of a child (or children). A pregnancy and/or parental leave will be granted to a biological parent and adoptive parents in accordance with the *Employment Standards Act 2000* (ESA).

- b) An employee granted a pregnancy and/or parental leave of absence shall continue to accumulate vacation and service credits. The School will continue to pay the Employer's share of the premiums for insured group benefits, unless the employee informs the School in writing that he/she will not continue to pay his/her share of the premiums.
- c) During the leaves, the employee retains the right to his/her position or to an equivalent position.
- d) The period of a leave is not included in the completion of a probationary period. If an employee was on probation at the start of a leave, she/he must complete the probationary period after returning to work.

25.2 Pregnancy, Parental and Adoption Leave – Supplementary Unemployment Benefit (SUB) Plan

- a) The objective of the Supplemental Unemployment Benefit (SUB) Plan is to supplement Employment Insurance benefits for those employees on Pregnancy and Parental Leaves.
- b) This Plan applies to full time employees with at least eight (8) months of service.
- c) To be eligible for benefits under the SUB Plan a qualifying employee must also make application and qualify for Employment Insurance benefits for the period of the leave. The employee shall provide the Employer with proof that he/she is receiving such benefits.
- d) If the Pregnancy Leave is taken, remuneration shall be as follows:
 - i) 100% of the employee's normal basic salary for the initial two-week waiting period prior to the commencement of the Employment Insurance benefits; and
 - ii) the difference between Employment Insurance benefits and 100% of the salary at the time of the initiation of the leave, for not more than fifteen (15) weeks.
- e) If the Parental Leave is taken, remuneration shall be as follows:
 - i) 100% of the employee's normal basic salary for the initial two-week waiting period prior to the commencement of the Employment Insurance benefits; and

- ii) the difference between Employment Insurance benefits and 100% of the salary at the time of the initiation of the leave, for not more than ten (10) weeks.
- f) Semi-monthly payments under the plan, when combined with Employment Insurance maternity or parental benefits must not exceed the employee's normal semi-monthly wage.
- g) Any employee disentitled or disqualified from receiving Employment Insurance benefits is not eligible for SUB payments.
- h) An employee is expected to return to work for at least six (6) months following the date of return from the leave. If an employee resigns or is terminated (and such termination is not overturned in the grievance or arbitration procedures) within six (6) months from the date of return from the leave under this article, the employee shall repay to the School of Medicine any supplemental wages received during the pregnancy/parental leave.

25.3 Pregnancy, Parental & Adoption - Notice and Documentation

- a) The employee shall provide the immediate supervisor with at least two (2) weeks written notice of the anticipated due date and/or date on which a leave is to commence. Whenever possible, it is recommended that a minimum of three (3) months advance notice be given.
- b) A pregnancy leave of absence must be supported by a certificate from a legally qualified medical practitioner stating the fact of pregnancy and the expected due date. A parental leave in the case of an adoption must be supported by documentation evidencing the fact of adoption.
- c) The employee is expected to give a written notice at least one (1) month before making a change if the employee wishes to return to work earlier than previously agreed.

25.4 Paternity Leave

- a) The Northern Ontario School of Medicine offers its employees a paid paternity leave upon the birth or adoption of a child. A father or same-sex parent is entitled to five (5) days paid leave which must be taken within the first month of the birth or adoption of a child.
- b) This protocol applies to all regular full-time employees who have successfully completed their probationary period, and who have not received any benefits in accordance with Article 25.2.

- c) Except in exceptional circumstances, two (2) weeks of advance notice is expected.

ARTICLE 26 – COMPASSIONATE CARE BENEFITS

- 26.1 During the period when an employee is in receipt of EI Compassionate Leave benefits, an employee shall be entitled to receive from the Employer:
- a) for the first two (2) weeks, 100% of his/her normal salary;
 - b) for up to a maximum of four (4) additional weeks, an amount equal to the difference between the EI benefits received by the employee and 95% of the employee's normal salary.

ARTICLE 27 – JURY DUTY AND WITNESS LEAVE

- 27.1 If an employee is required to serve as a juror in any court of law, or is subpoenaed to attend as a witness in a court proceeding, the employee shall not lose the employee's regular pay because of such attendance provided that the employee:
- a) notifies the Employer immediately on the employee's notification that the employee will be required to attend court;
 - b) presents proof of service requiring the employee's attendance;
 - c) deposits with the Employer, the full amount of compensation received for such jury duty or witness fees, excluding mileage, travelling and meal allowances, and an official receipt thereof;
 - d) an employee will be expected to be at work on any days (or part-days) when the employee is excused as a juror or witness.

Court Related Leave

- e) Where an employee is accused of an offence which requires a court appearance, the employee will be granted a leave of absence without pay for the actual time of such an appearance. If the employee is jailed awaiting a court appearance, the employee will receive a leave without pay. The employee will be entitled to use vacation leave, accumulated overtime or Statutory Holiday lieu time to maintain their salary for the period of incarceration.

ARTICLE 28 – SPECIAL LEAVE

- 28.1 An employee is allowed a maximum of four (4) days per calendar year, prorated in year of hire, for special leaves including compassionate, personal and emergency (in any combination thereof) where an employee is required to attend to matters which cannot reasonably be scheduled outside of regular working hours.
- 28.2 Special leaves must be taken in periods of not less than one hour and they may not be used as vacation, nor as an extension of vacation. Unused portions of this leave shall not accrue from year to year.
- 28.3 Such days may be taken on short notice but will normally be scheduled as far in advance as possible. Approval will not be unreasonably denied.

ARTICLE 29 – BENEFITS AND ACCRUAL DURING LEAVES WITHOUT PAY

- 29.1 Benefit coverage will continue for the first thirty (30) calendar days of a Leave of Absence without pay. Beyond thirty (30) calendar days employees will be required to make both the employee and Employer contributions toward the cost of the applicable benefits.
- 29.2 Employees will not accrue sick leave and vacation entitlement beyond thirty (30) days of any leave of absence without pay.

ARTICLE 30 – UNION LEAVE

30.1 Leave for Union Business

Leave of absence without pay shall be granted to employees selected by the Union to attend Union conventions or conferences, or Local Union business, provided that the leave does not unduly interfere with the operations of the Employer. The total leave granted shall not exceed 45 working days in aggregate for the bargaining unit in any fiscal year. A total of no more than four (4) employees and no more than two (2) employees from any single Unit may be absent at any one time. Request for such leave is to be made, whenever possible, thirty (30) calendar days in advance in writing by the Union.

30.2 Union Executive Leave

- a) When an employee is elected as the Union's Provincial President or First Vice-President, the Union shall, immediately following such election, advise the Employer of the name of the employee so elected. A leave of absence without pay shall be granted for the duration of the current term of office, such

leave shall commence no less than thirty (30) days after the date of notification to the Employer of the request for the leave unless otherwise agreed by the parties. The parties shall meet as soon as possible after notification of the leave to discuss benefits implications.

- b) At the conclusion of the leave of absence, the employee shall be returned to their original position or where it has been eliminated will be permitted to exercise his/her rights under Article 49 (LAY OFF AND RECALL).

30.3 Union Provincial Leave

Where an employee is elected or appointed as a Provincial Executive Board employee or to the Divisional Executive, the employee shall be granted leave(s) of absence without pay to exercise the duties of such appointment, provided that the leave(s) do not unduly interfere with the operations of the Employer, and that the employee gives the Employer at least four (4) weeks' written notice whenever possible. Such leave shall be restricted to one employee for each campus at any one time.

- 30.4 During a leave of absence under Article 30, the Employer shall maintain the employee's salary and benefits, subject to the terms and conditions of the Benefits Plan and upon written notification by the Local or Central Union that the Union shall promptly reimburse the Employer for such costs.

ARTICLE 31 – SICK LEAVE

- 31.1 Regular full time and regular part time employees are eligible for sick leave benefits payable at 100% of the employee's annual basic salary from the first day of illness or injury. Benefits are payable up to a maximum of six (6) months of absence from the same illness or injury. Sick leave benefits are not cumulative and are not cashable upon termination of employment or at any other time.
- 31.2
 - a) Sick leave shall be interpreted as any period of time when a qualifying employee is absent from work with full pay due to illness, injury or non-compensable accident (under the terms of the *Workplace Safety and Insurance Act*) rendering the employee unable to perform her/his regular duties.
 - b) An employee who is absent from work due to illness or injury shall notify the immediate supervisor as soon as possible of such absence and its estimated duration. A work related illness or injury must be reported immediately to the immediate supervisor.
 - c) An employee may be required to provide health practitioners' statements for any sick leave in excess of four (4) consecutive working days, or in the event

- the Employer has cause to suspect abuse, setting out the following information:
- i) verification that the employee has an illness or injury, which prevents him/her from attending at work and performing his/her regular duties or such modified duties as may be appropriate, and accordingly is entitled to receive or continue to receive sick leave pay;
 - ii) identification of any restrictions, limitations and/or precautions that may be required prior to the employee's return to work;
 - iii) updating of the information described in paragraphs i) and ii) as necessary.
- d) In this Article a health practitioner shall be limited to licensed physicians, licensed dentists, nurse practitioners, and registered psychologists.
- e) An employee may be required to undergo independent medical examinations by licensed physicians in cases where:
- i) the Employer requires additional information not provided by the health practitioner pertaining to paragraph d) above, or
 - ii) the employee's behaviour raises reasonable and substantial doubt as to the state of his/her physical or mental health, which affects in a material way the employee's ability to perform his/her duties, or which raises real concern for the safety of the employee or other members of the School community. The Union shall be notified when such action is taken. Where the report is requested as a result of a real concern for the safety of the employee or other members of the School community, the report produced, in addition to the information provided pursuant to this evaluation, shall certify whether or not the employee's behaviour raises any real concern for the safety of the employee or other members of the School community.
 - iii) In such cases the Employer shall pay all reasonable expenses incurred by the employee with respect to such independent medical examinations.
 - iv) Where the Employer requires the employee to undergo a medical examination pursuant to Article 31.2 e), they shall notify the employee, with a copy to the Union. The Employer shall provide the employee with the names of three (3) duly qualified medical practitioners and the employee shall select one (1) of those practitioners to conduct the examination.

- f) Nothing herein prohibits the Employer from utilizing the services of third party agent(s) in the application or administration of sick leave.
- g) When an employee is absent due to substance abuse, sick leave benefits will only be applicable for leaves of absence necessary for treatment under a physician's care or direction.
- h) Employees will not be entitled to receive sick leave benefits and Long Term Disability benefits concurrently.

31.3 Medical Certificates

Where medical certificates or further medical information (other than certificates or information required under Article 10.4 or 31.2 e) iii)) is required by the Employer or by any third party involved in the administration or application of sick leave pursuant to Article 31.2 f), the employee shall pay for such certificate or medical information and shall be reimbursed by the Employer to a maximum of \$60 per required certificate or medical letter/opinion, upon presentation of receipt.

ARTICLE 32 – DEATH BENEFITS

- 32.1 The beneficiary should contact the Director of Human Resources. If within seven (7) days the Employer has not been contacted by the beneficiary, the Employer shall make every reasonable effort to contact the beneficiary.
- 32.2 Continuation of benefits to spouse and dependents of deceased employees: Hospital Care, Extended Medical, Out-of-Country Coverage and Dental Insurance shall be continued to the end of the year following the year in which the death occurred.
- 32.3 Upon satisfactory proof of death, the Employer will remit to the employee's beneficiary the current cash value (less required deductions) of any unused credits remaining in the employee's bank including vacation, accumulated overtime, statutory holiday lieu time, expenses and mileage.

ARTICLE 33 – RECOGNIZED HOLIDAYS

- 33.1 The Employer recognizes the following paid holidays for regular full-time and regular part-time employees:

New Year's Day	Family Day
Good Friday	Easter Monday
Victoria Day	Canada Day
August Civic Holiday	Labour Day

Thanksgiving Day	Christmas Day
Boxing Day	

- 33.2 In order to qualify for payment of the above-named holidays, an employee who is scheduled to work on the holiday, but not required to work because the day is a holiday, shall be paid one (1) day's pay at his regular straight time hourly rate, providing he has worked the full scheduled hours of work on the day immediately preceding the holiday, and the full scheduled hours of work on the day immediately following the holiday.
- 33.3 An employee who works on a paid holiday will receive pay at the rate of time and one-half (1½) times his regular straight time hourly rate for all hours of work performed on such day, in addition to pay for the holiday at the employee's regular straight time hourly rate. Employees who are scheduled to work on the holiday and do not work shall not receive any holiday pay.
- 33.4 When any of the above-named paid holidays fall on an employee's scheduled day off and the employee has qualified for holiday pay in accordance with Article 33.2 the employee shall receive another day off with pay at his regular straight time hourly rate at a time mutually agreed upon between the employee and the Employer. Any payment received under the clauses of this Article shall not be used in calculation of any overtime pay.
- 33.5 Employees shall be entitled to time off during the customary holiday closure period (December 27 - 31) without loss of pay. In circumstances where such employees are required to work during this period, they will be entitled to equivalent time off (at time and a half) at a later date.
- 33.6 The Employer recognizes the diversity of its workforce and the desire of employees to respect religious and other days of observance. Accordingly the Employer agrees to permit employees to take time off to observe such recognized days, using vacation time or other paid or unpaid leave days to which employees are entitled under the Collective Agreement.

ARTICLE 34 – VACATION

- 34.1 Regular full-time employees shall accumulate vacation entitlement in accordance with the following:
- a) less than seven (7) years – three (3) weeks (1.25 days/month);
 - b) seven (7) years but less than fifteen (15) years of service – four (4) weeks (1.67 days/month);
 - c) fifteen (15) years of service or more – five (5) weeks (2.08 days/month).

- 34.2 Regular part-time employees shall be entitled to vacation on a pro-rata basis.
- 34.3 Employees will progress to the next level of vacation entitlement in the month of the year in which they achieve the relevant service level (e.g. an employee who begins work on January 15, 2010 will begin to earn vacation at the rate of 1.67 days/month in January of 2017).
- 34.4 The vacation year is the twelve (12) month period beginning July 1st of any given year.
- 34.5 Vacation is earned on a monthly basis and may be taken once earned. For the month in which an employee commences employment, employees commencing employment between the 1st and 15th of the month will be given one (1) full month of vacation credit. Employees commencing employment between the 16th and the end of the month will be given credit for a half (1/2) month of vacation credit.
- 34.6 a) Vacation must be taken within one (1) year of the end of the vacation year in which it is earned. If not taken, vacation credits will be paid out at that time.
- b) The Employer may, in its discretion, permit an employee who has completed their probationary period, to borrow a maximum of one (1) week vacation entitlement against future vacation credits. In the event the employee terminates employment prior to repayment of borrowed vacation credits, the Employer may deduct amounts representing borrowed vacation credits from the employee's last pay.
- 34.7 Scheduling
- a) Requests for vacation shall be made as follows:
- i) Prior to November 1 for the period January 1 to April 30 of each calendar year;
- ii) Prior to March 1 for the period May 1 to December 31 of each calendar year;
- iii) Approval or denial of such vacation requests shall be given by November 15 and March 15, as applicable;
- iv) Any vacation requests submitted outside of the time frames above will be dealt with on a first come first served basis. Approval or denial of such requests will be provided as early as possible; but no later than fourteen (14) calendar days after submission.

- b) i) In the event of conflicting vacation requests which are made in accordance with the above deadlines, the employees making conflicting requests will attempt to resolve such conflict. Unresolved conflicts will be settled based on seniority.
- ii) However, in order to ensure efficient operations and effective use of resources, the final right of allocation of vacation time is the exclusive right of the Employer. Such rights shall not be arbitrarily or unreasonably exercised.

34.8 Employees may take no more than three (3) consecutive weeks vacation, except in extenuating circumstances.

ARTICLE 35 – WORKLOAD

35.1 When workload issues are of concern to employees, the parties agree to attempt to resolve such issues through dialogue in accordance with the following principles:

- a) employees will be provided with a current job description;
- b) workload assignments will be reviewed with the immediate supervisor on hire and on the first anniversary of an employee or annual performance review date;
- c) if an employee is experiencing difficulties with the workload they will arrange to meet with the supervisor to discuss the problem area. The supervisor will review the representations and provide feedback to the employee in writing;
- d) if the matter cannot be resolved, either party can refer the matter to the Joint Workload Committee which shall be established as a Joint Sub-Committee of the Labour Management Committee, for discussion and resolution. Workload issues shall not be the subject of a grievance;
- e) the parties recognize that open and candid dialogue and a mutual commitment to building trust will go a long way to resolution of issues that arise;
- f) the parties agree to seek flexible and meaningful resolution to workload issues to address both employees' concerns and the Employer's operational requirements;
- g) There shall be no retribution or retaliation to an employee for bringing forward workload issues.

ARTICLE 36 – HEALTH AND SAFETY

- 36.1 The Employer and the Union recognize the benefits to be derived from a safe and healthy place of employment. It is agreed that the Employer, the employees, and the Union will cooperate fully to promote safe-work practices, health and conditions, and the enforcement of safety rules and procedures in accordance with the *Occupational Health and Safety Act, R.S.O. 1990, c.O-1*.
- 36.2 No employee shall be disciplined for refusal to perform work where the employee has acted in compliance with the *Occupational Health and Safety Act, R.S.O. 1990, c.O-1*.
- 36.3 The parties agree to establish and maintain Joint Health and Safety Committee(s) in accordance with the *Occupational Health and Safety Act, R.S.O. 1990 c. O-1* and that the Staff Unit will be entitled to no less representation on any such committees than any other worker group. “Worker” under this Article shall be as defined in the *Occupational Health and Safety Act, R.S.O. 1990 c. O-1*.

ARTICLE 37 – JOB POSTINGS

- 37.1 a) Vacant and/or newly created regular positions that fall within the bargaining unit and which the Employer decides to fill shall be posted on the NOSM website for a minimum of seven (7) calendar days. The Employer may advertise externally during the above period. Such website postings shall refer to website locations where candidates can access the collective agreement.
- b) i) The posting shall describe the requirements of the position, shall be based on the job description, and shall include the classification, salary range and primary work site.
- ii) The Employer will consider all regular full-time and regular part-time qualified applicants first, and will offer interviews to those who appear most qualified. The Employer will consider Term and Contract employees and external applicants together only where the above applicants are deemed unqualified or unsuitable.
- iii) The Employer will base its selection of the successful applicant to fill a posted vacancy on the applicants' current: ability, knowledge, education, skill and experience. If the selection is to be made from two or more applicants whose current ability, knowledge, education, skill and experience are considered to be relatively equal, the applicant with the greater seniority will be selected. The applicant employed by NOSM may

request the reasons why they were not interviewed or successful in the competition.

- iv) In the event that the position becomes vacant again within six (6) weeks of the hire date, the Employer may elect to reconsider the original applicants without re-posting the position and will so advise the Union.
 - c) The Employer may temporarily fill a newly created regular position or a regular position which is vacant for any reason including but not limited to temporary assignment, leave of absence under the Collective Agreement or Workplace Safety and Insurance leave, in its discretion and without posting, for a period of up to six (6) months. Extensions of this period may only be made by mutual agreement of the Union and the Employer. The Union will not withhold its agreement to reasonable extensions.
- 37.2 The parties agree that they are committed to the principles of Employment Equity and that the following statement will appear on all job postings and external position advertisements:
- “The Northern Ontario School of Medicine invites applications from all qualified individuals. NOSM is committed to employment equity and diversity in the workplace and welcomes applications from women, visible minorities, Aboriginal people, persons with disabilities, and persons of any sexual orientation or gender identity.”
- 37.3 The Employer will not be required to consider applicants for posted positions where such applicants have held their current position for less than nine (9) months unless:
- i) the posting is for a position at a higher classification (pay band); or
 - ii) the posting is for a position at another worksite.

ARTICLE 38 – TERM OR CONTRACT EMPLOYEES

- 38.1 a) "Term" or "Contract" employees are persons employed for definite tasks or terms not to exceed twelve (12) months, except where:
- i) Such employment is to replace a regular employee on long-term assignment, leave of absence under the Collective Agreement, or Workplace Safety Insurance leave, and in such case, the term or contract will not extend beyond the length of the long-term assignment or leave.
 - ii) A Term or Contract employee is hired for a project or initiative under a third party funding allotment.

- iii) With agreement of the Union.
- b) A regular employee who accepts a Term or Contract position maintains his/her employment status and seniority. Such an employee shall be entitled to return to his/her home position upon completion of the Term or Contract where such arrangement is approved by the supervisor of the home position prior to acceptance of the Term or Contract position.
- 38.2 Only the following provisions of the Collective Agreement shall apply to Term or Contract employees:
- i. Travel Expenses
 - ii. Personnel Files
 - iii. Overtime
 - iv. Purpose of Agreement
 - v. The Objectives and Purposes of the School
 - vi. Recognition of Bargaining Unit
 - vii. Security of the Union
 - viii. No strikes and Lockouts
 - ix. No Discrimination
 - x. Accommodation
 - xi. Working Environment
 - xii. Management Rights
 - xiii. Privacy & Security
 - xiv. Correspondence
 - xv. Labour Management Committee
 - xvi. Pregnancy, Parental and Adoption Leaves, Article 25.1 a)
 - xvii. Bereavement Leave
 - xviii. Jury Duty
 - xix. Vacation
 - xx. Recognized Holidays
 - xxi. Any other provisions which are expressly stated to apply to Term or Contract employees
 - xxii. Grievance Procedure/Arbitration
 - xxiii. Negotiating Committee
 - xxiv. Employment of non-members
 - xxv. Union Leave under Article 30.01
 - xxvi. Health and Safety
 - xxvii. Workload

38.3 Seniority

- a) Article 48 (SENIORITY) shall apply solely to determine seniority with respect to Article 37 (JOB POSTINGS).

- b) Seniority will be carried if transitioned to regular full time or regular part time, provided that there is no break in service greater than one month duration.

38.4 Sick Leave

Term or Contract employees shall accumulate sick leave credits on the basis of one and one half (1.5) days per month. Sick leave benefits are not cashable upon termination of employment or at any other time. Sick leave credits for Term or Contract employees will be retained provided that there is no break in service greater than one month duration.

- 38.5 a) Term or Contract positions which are known at the outset to be for a duration of more than six (6) months shall be posted, in accordance with a process suitable to the circumstances.
- b) No grievance may be filed concerning the selection of applicants for Term or Contract positions except those which are known at the outset to be for duration of more than twelve (12) months. Grievances filed in such cases shall be determined through an expedited process to be established by the parties.
- 38.6 Regular employees accepting Term or Contract positions shall be subject to the wages and hours of work applicable to such positions. Such terms and conditions shall be incorporated into the advertisement on the internal NOSM website.
- 38.7 Term or Contract employees may be released at any time up to and including the conclusion of the task or term for which they were hired and such release cannot be grieved unless the termination is arbitrary, in bad faith or in violation of the *Ontario Human Rights Code*.
- 38.8 Term or Contract employees who, on the date of ratification of this agreement, have benefits superior to those set out in the Collective Agreement shall retain the superior benefit for the duration of their term or contract and any extension thereof.

ARTICLE 39 – PERSONNEL FILES

- 39.1 There shall be one (1) official personnel file for each employee, and this file will be maintained in Human Resources or in such other location designated by the Employer.
- 39.2 An employee shall have the right to examine their personnel file during normal business hours provided the request is made in writing to the Director of Human Resources. Employees shall have the right to have the Employer prepare, at

reasonable intervals and at the employee's expense, copies of information in their personnel file.

39.3 Employees may supplement the contents of their personnel files with documents related to their employment by forwarding such documents to Human Resources.

39.4 No anonymous material shall be kept in an employee's file.

ARTICLE 40 – TRANSFERS TO ANOTHER LOCATION

40.1 Employees may request in writing to be transferred to another work site and if such a request is approved (including successful competition for a vacant position), the employees shall be responsible for all moving expenses.

40.2 The Employer will provide at least ninety (90) days notice to an employee and the Union of a transfer to another work site where such transfer is made at the Employer's request. The Employer shall meet with the employee and Union within five (5) working days of the notice, or such longer period as the parties may agree. In such case, the Employer shall be responsible for all moving expenses for the employee to a maximum of \$10,000 as per the Employer's protocol on Moving/Travel Allowances. The employee will sign a transfer agreement setting out the details including effective date and expenses covered prior to the transfer.

40.3 An employee may treat a request for transfer by the Employer as a layoff, in which case Article 49 (LAY OFF AND RECALL) will apply.

ARTICLE 41 – SALARY STRUCTURE

41.1 Salary Schedules

The salary schedule for each rank classification shall be as set forth in Schedule A.

ARTICLE 42 – SALARY ADMINISTRATION

42.1 a) i) Once placed at a step within the pay grade an employee will normally be eligible to progress to the next step on his/her "anniversary date" within the classification and up to the maximum of the pay grade. An employee's anniversary date is effective twelve (12) months from the date of appointment into the classification, and annually thereafter.

- ii) A step increase may be withheld in exceptional cases for reasons of unsatisfactory performance. The Union will be advised in advance, and in writing, in all cases where it is decided that a step increase will be withheld. Decisions to withhold a step increase may be the subject of a grievance.
- b) An employee's anniversary date will remain unchanged when an employee accepts a new position within the same classification. When an employee accepts a position within a new classification, the employee's anniversary date for the purpose of wage progression will change to the date of commencement of the new position.
- c) An employee accepting a posted position in a higher classification shall be placed at the step within that classification which is nearest to but not less than a 5% increase over the salary in their most recent position. An employee accepting a posted position in a lower classification will be placed at the step within the lower classification which is closest to but not more than the salary in their most recent position.
- d) Where an employee's salary exceeds the maximum in the pay grade identified for their current position, the salary is red-circled. A red-circled employee is not eligible for future pay adjustments until such time that their salary falls within their current position's pay grade.
- e) Should the Employer create new positions or substantially alter existing positions, the Employer will establish the pay rate for such position within the existing classifications. Should the Union dispute the classification of the new or substantially altered position, it may grieve such classification under the provisions of this Agreement, however, this shall not delay the implementation or filling of the new or substantially altered position. Should the matter proceed to arbitration, the arbitrator may determine the classification for the new or substantially altered position having regard to other positions within the Bargaining Unit and the existing pay grid.

NOTE: Effective one year from the date of ratification of the Collective Agreement, Article 42.1 e) will be amended as follows:

Should the Employer create new positions or substantially alter existing positions, the Employer will establish the pay rate for any such position within the existing classifications. Should the Union or employee dispute the classification of the new or substantially altered position, such dispute may be submitted to the Job Evaluation Committee. The Job Evaluation Committee shall consider the classification and shall attempt to reach a unanimous decision regarding the job classification. However, this shall not delay the implementation or filling of the new or substantially altered position. If the JEC is unable to reach unanimous decision, the matter may be referred to

arbitration. The arbitrator may determine the classification for the new or substantially altered position having regard to other positions within the Bargaining Unit and the existing pay grid.

- 42.2 Employees who are temporarily assigned by the Employer to positions other than their home positions shall be paid:
- a) at the rate of pay the employee was earning in his/her home position, where the position to which he/she is assigned is at a lower classification;
 - b) at the step within the classification of the temporarily assigned position which is closest to but not less than a 5% increase over the rate of pay the employee was earning in his/her home position, where the position to which he/she is assigned is at a higher classification.

ARTICLE 43 – INSURED BENEFITS

- 43.1 Except as provided for in this Agreement there will be no changes to the benefit plan coverage levels or proportion of premium contributions (between Employer and employee) without the approval of the Union except as required by federal or provincial legislation. The Employer shall be responsible for the administration of the insured benefits plan.
- 43.2 The Employer agrees to contribute towards the insurance premiums of participating eligible employees in the active employ of the Employer in accordance with Manulife Benefits Plan 64088, and subject to the terms and conditions of the applicable insured benefits plans.
- 43.3 The Employer shall publish online a brief summary of the principal features of all current employee benefits available to employees, and advise employees of this reference at time of hire.
- 43.4 Employees shall be notified in writing of any amendments to the current plans referred to above.
- 43.5 It is understood that the Employer may, at any time, substitute another carrier for any existing plan, provided the benefits conferred thereby are not in total decreased. Before making such a carrier substitution, the Employer shall notify the Union of the proposed change. Upon a request by the Union, the Employer shall provide to the Union full specifications of the benefit program in effect for employees under this agreement. Any savings achieved will be divided between the employees and Employer in proportion to their respective premium contributions. The employees' portion may be reinvested in plan improvements if doing so does not result in increased Employer costs.

- 43.6 The Employer will not be liable to cover the costs of any benefit which its insurance carrier(s) has dropped from its plan, if such benefit is not available from a comparable commercial benefits carrier at a comparable cost.
- 43.7 The Employer will maintain an Employee Assistance Program (EAP) and employees, their spouse and dependents are eligible to use this program.
- 43.8 Any dispute over the payment of benefits provided for in this Agreement shall be adjusted solely between the employee and the insurer concerned. The Employer's obligation shall be restricted solely to the payment of the premium and the Employer shall not in any way be responsible if the insurer denies payment. Any claim for such payment shall not be the subject of a grievance or arbitration under this agreement.
- 43.9 Employees beyond the age of 65 shall continue to be eligible for benefits in accordance with the terms of the benefits plan.
- 43.10 In the event the Employer tenders its benefits plan it shall consider a bid from the OPSEU Joint Benefits Trust Fund as part of the tendering process.
- 43.11 Regular part time employees will receive an additional six (6) % pay in lieu of participation in the benefit plan.

ARTICLE 44 – PENSION

- 44.1 Every full-time regular employee, unless specifically exempted by legislation or regulation, shall enrol and participate in the NOSM defined contribution pension plan. Regular part-time employees may join the plan if they meet plan requirements.
- 44.2 The employee will contribute seven percent (7%) of their base salary through payroll deductions. The School will match the employee's seven percent (7%) contribution for a total of fourteen percent (14%). Subject to any prevailing legislation, the employee may elect at the time of enrolment, and on January 1st of each successive year, to voluntarily contribute up to an additional four percent (4%) of base salary for a total maximum of no more than eighteen percent (18%). The voluntary contribution will not be matched by the School.
- 44.3 The NOSM Pension Committee shall include the Vice-President of the Staff Unit of the local Union or their designate, and one other person selected from the Bargaining Unit. Each of these two individuals shall be voting Members of the NOSM Pension Committee.

ARTICLE 45 – PROFESSIONAL DEVELOPMENT EXPENDITURES

45.1 Employees may attend professional development and training, as appropriate, in accordance with NOSM protocol. Proposed changes to the existing protocol will be brought to the Labour Management Committee for discussion prior to implementation.

ARTICLE 46 – TRAVEL EXPENSES

46.1 Members shall be governed by the Travel Management and General Expenses protocol of NOSM, as updated from time to time, when travelling on NOSM business.

Meal allowances shall be:

Breakfast – \$12

Lunch – \$17

Supper – \$27

Mileage allowance - \$0.42 per kilometer

ARTICLE 47 – TUITION REIMBURSEMENT

47.1 Regular full time employees will be entitled to payment of tuition fees at Lakehead and Laurentian Universities for eligible employees, spouses or dependents (under the age of 26) (maximum \$4,000 per year with a lifetime maximum of \$20,000 per eligible individuals at West campus); no current cap at East campus. Ancillary and Incidental fees are not eligible.

47.2 The Employer will follow the respective policies of Lakehead University and Laurentian University regarding the quantum of tuition reimbursement benefits and the eligibility of employees and dependents, as exists on the date of ratification.

47.3 Tuition reimbursement will only apply to the campus location at which the eligible employee is employed.

Clarity note: Courses taken by employees as Professional Development will be governed by Article 45 – Professional Development Expenditures

ARTICLE 48 – SENIORITY

48.1 Seniority is defined as the length of continuous service with the Employer calculated from the most recent date of hire (i.e. without a break in service). A full

time employee will earn seniority on the basis of hours worked to a maximum of one thousand eight hundred and twenty (1820) hours per year and part-time employees will earn seniority on the basis of hours worked. Seniority for full time employees will also be earned during absences resulting from vacations, holidays, short term disability, LTD, WSIB, E.I. sick leave, pregnancy leave, adoption leave, parental leave, approved Union leave, or the first thirty (30) calendar days of any other leave under the terms of this collective agreement.

- 48.2 Overtime hours worked in excess of regularly scheduled hours will not be used in calculating seniority and no employee will accrue more than one thousand eight hundred and twenty (1820) hours in any calendar year.
- 48.3 The Employer will maintain a seniority list showing employees' total hours worked, position and status.
- 48.4 The Employer agrees to post a seniority list by June 1 of each year with a copy to the Union. No objection may be taken or grievance filed by any employee or the Union to the seniority list unless written notice of objection is given to the Director of Human Resources within thirty (30) days after the posting of the seniority list.

48.5 Loss of Seniority

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

- i) resigns;
- ii) is discharged and not reinstated through the grievance/arbitration procedure;
- iii) retires at any age;
- iv) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Employer of such absence and providing to the Employer a satisfactory reason for such absence;
- v) has been laid off for eighteen (18) months;
- vi) has been laid off and fails to confirm their intention to return to work within seven (7) calendar days after having been notified the return to work date by the Employer as per Article 15 – CORRESPONDENCE and 50.1 – RECALL;
- vii) is absent due to illness or disability for a period of thirty (30) calendar months from the time the disability or illness commenced. This shall not be applied in a manner which is inconsistent with the *Ontario Human Rights Code*.

ARTICLE 49 – LAY OFF AND RECALL

- 49.1 a) "Layoff" shall mean a cessation of work, permanent reduction in hours affecting only a segment of the bargaining unit or reduction in work force to meet the staffing requirements of the Employer.
- b) For the purpose of this Article, "classification" shall mean the pay band in which a position is situated in Schedule "A" to this Agreement.
- 49.2 a) When the Employer determines that layoffs are to occur, the Employer and the Union shall meet to discuss potential layoffs (including the employee(s) likely to be affected), the implications of those layoffs for employees, possible alternatives to layoff and opportunities to minimize the effect of layoffs for employees and the Employer.
- b) Any agreement between the Union and the Employer about the method of implementation of the layoff shall take precedence over the terms of this Agreement.
- 49.3 a) In the event of a temporary layoff the Employer shall provide employees with as much written notice as circumstances reasonably permit.
- b) In the event of a permanent layoff the Employer will provide notice in accordance with Article 51.
- c) In giving such notice, under paragraph a) or b) the Employer will set out the reasons causing the layoff, and the anticipated duration of the layoff.
- 49.4.1 An employee who has been laid off may accept the layoff and retain her/his right of recall. In the alternative, an employee who has been laid off may exercise displacement rights in the following order:
- a) Accept a transfer to a posted vacancy, at their current classification and worksite, for which the employee has the skill, ability and qualifications to perform the work without training other than normal familiarization.
- b) If there is no available vacant posting, the employee may displace the most junior employee in the same portfolio at the same worksite and within the same classification, whose work the displaced employee has the skill, ability and qualifications to perform without training other than normal familiarization.
- c) If there is no such position for which the employee has the required skill, ability and qualifications within the same Portfolio and classification, the employee may displace the most junior employee in any Portfolio at the same worksite and within the same classification, whose work the displaced

employee has the skill, ability and qualifications to perform without training other than normal familiarization.

- d) If there is no such position for which the employee has the required skill, ability and qualifications within the same classification at the same worksite, the employee may displace the most junior employee in any Portfolio at a lower classification at the same work site, whose work the displaced employee has the skill, ability and qualifications to perform without training other than normal familiarization.

49.4.2 In the event of a layoff which exceeds thirteen (13) weeks, a laid off employee has the following additional displacement rights, to be exercised in the following order if there are no positions into which the employee can bump in accordance with paragraphs 49.4.1 a), b) and c).

The Employer will provide both the option under 49.4.1 d) and the next available option as outlined below:

- a) To accept a transfer to a posted vacancy at their current classification and at an alternate worksite for which the employee has the skill, ability and qualifications to perform the work without training other than normal familiarization.
- b) If there is no such available vacant posting, the employee may displace the most junior employee in the same Portfolio at an alternate worksite and within the same classification, whose work the displaced employee has the skill, ability and qualifications to perform without training other than normal familiarization.
- c) If there is no such position for which the employee has the required skill, ability and qualifications within the same portfolio and classification at an alternate worksite, the employee may displace the most junior employee in any portfolio at any worksite and within the same classification, whose work the displaced employee has the skill, ability and qualifications to perform without training other than normal familiarization.
- d) If there is no such position for which the employee has the required skill, ability and qualifications within the same classification at an alternate worksite, the employee may displace the most junior employee in the portfolio at any worksite at a lower classification, whose work the displaced employee has the skill, ability and qualifications to perform without training other than normal familiarization.
- e) If there is no option to displace another regular full-time employee at the alternate worksite, a laid off regular full time employee may displace a regular

- part time employee in accordance with sub-articles 49.4.1 a), b), c) and d) above at his/her own worksite.
- 49.4.3 In the event a laid off employee should elect to fill a vacant position or displace another employee (i.e. in accordance with Article 49.4.2 a), b), c) and d) in a worksite other than the worksite from which the employee was laid off, the laid off employee shall be eligible for move and relocation costs to a maximum of \$10,000 in accordance with the School's protocol on moving/travel allowance.
- 49.5 a) No employee may displace an employee with greater seniority.
- b) Part-time employees may not displace full-time employees.
- 49.6 The Employer will pay both the Employer and employee contributions to the monthly insured benefit premium until the end of the month following the month of layoff.
- 49.7 Term and Contract and then probationary employees who are:
- i) in the same position;
- ii) at the same worksite
- as an employee whose position is targeted for layoff, and who:
- iii) do not hold a regular position pursuant to Article 38.1 b)
- and
- iv) are not employed in a project or initiative under a third party funding allotment
- shall be laid off prior to the layoff of the employee otherwise targeted for layoff.
- 49.8 Notices to the originally affected employee and the Union shall be deemed notice to any consequently affected employee and the Union for any consequent layoff.
- 49.9 Laid off employees on the recall list will be given preference for any temporary bargaining unit vacancies which the Employer intends to fill and are expected to exceed fourteen (14) calendar days provided the employee has the skill, ability and qualifications to perform the work without training other than normal familiarization.
- 49.10 Where an employee's position is transferred from one worksite to another, such employee will have the option of following their position, or will be considered laid off and subject to the provisions of the layoff and recall language.

49.11 A laid off employee shall elect in writing whether they are accepting layoff or exercising other rights under this Agreement, within five (5) working days of receipt of written notice of layoff.

ARTICLE 50 – RECALL

- 50.1 Employees shall be notified of recall by registered mail, or courier/commercial messenger service to the last place of residence on record with the Employer. It is the employee's responsibility to keep the Employer informed of the correct mailing address.
- 50.2 Employees shall retain recall rights for a period of eighteen (18) months from the date of layoff.
- 50.3 Employees shall be recalled to the same or similar position or to a position in the same, or a lower classification, in order of seniority provided that the recalled employee has the skill, ability and qualifications to perform the work without training other than normal familiarization. Normal familiarization will be defined as that familiarization regularly afforded a newly-hired qualified employee. If there are no positions in the employee's original worksite, the employee may accept recall to a position at another worksite.
- 50.4 In the event a laid off employee is recalled to a position at a worksite other than the worksite for which the laid off employee was laid off, or to a lower classification, the laid off employee may decline the recall, and in that case Article 48.5 vi) does not apply. A laid off employee must accept a recall to the worksite and classification from which he/she was laid off, otherwise he/she will be deemed terminated pursuant to Article 48.5 vi).
- 50.5 Where an employee is to be terminated as a result of a divestment, downloading, sale of a business, amalgamation or restructuring, the Employer shall make reasonable efforts that such employee will be provided with an offer of employment from the receiving Employer.
- 50.6 An employee who accepts recall to other than their original worksite and/or classification, will have the right for the duration of the recall period to be offered the first vacant position in their original classification at their original worksite, for which they have the skill, ability and qualifications, subject to seniority and prior to filling the vacancy through the job posting process.
- 50.7 An employee who has been recalled, to whom a definite date of return has been given shall return on that date or notify the Employer at least one week in advance that the employee is not returning. An employee who notifies the

Employer that the employee is not returning shall be deemed to be terminated at that time.

ARTICLE 51 – TERMINATION AND SEPARATION

- 51.1 Upon termination of employment or permanent layoff (except termination for just cause, termination during a probationary period or termination of a Term or Contract employee), the Employer will provide notice of termination as required under the *Employment Standards Act 2000* (ESA) or pay in lieu thereof, subject to paragraph 2 below.
- 51.2 In such circumstance, where an employee waives his/her recall rights under this agreement thereby severing in all respects his/her employment with the Employer, he/she will have no further rights under the Collective Agreement and will receive:
- a) pay in lieu of notice pursuant to the ESA (if working notice of termination has not been given);
 - b) severance pay, if qualified, under the provisions of the ESA;
 - c) an enhanced separation allowance of one (1) week of pay per year of completed service, to a maximum of thirteen (13) weeks' pay.

ARTICLE 52 – EMPLOYMENT OF NON-MEMBERS

- 52.1 No employee shall be terminated, laid off or suffer a reduction of hours as a direct result of work which is ordinarily assigned to members of the Bargaining Unit being contracted out or performed by employees outside the bargaining unit.

ARTICLE 53 – PROBATIONARY AND TRIAL PERIODS

53.1 Probationary Period

- a) A new employee shall be considered as a probationary employee until the employee has completed nine hundred and ten (910) hours of continuous service within the bargaining unit since his last date of hire. Upon completion of such probationary period (including any extension thereof) he/she shall be credited with seniority since last date of hire.
- b) Time worked in a temporary position, as per Article 37.1 c), does not count towards the probationary period.

- c) Time worked in a term or contract position will not count toward the probationary period, except:
 - i) A Term or Contract employee who has completed at least 1820 hours in a term or contract position and whose position becomes regular (full- or part-time), will be deemed, if they are the successful applicant for the position, to have completed her/his probationary period in the regular position.
 - ii) A Term or Contract employee who has completed a least 1820 hours in a term or contract position and who successfully bids on any other regular (full- or part-time) position will be required to complete a probationary period of 455 hours in the new position.
- 53.2 When an extension of the probationary period may be necessary, the Supervisor will meet with the employee to discuss the reason(s) for an extension. After this meeting, the probationary period for an employee may be extended by mutual agreement between the Employer and the Union for up to a further three (3) months. The Union shall be advised in writing of the Employer's intent within the initial six (6) month probationary period. Agreement to extend the initial six (6) month probationary period will not be unreasonably withheld.
- 53.3 The discharge, termination, or layoff of a probationary employee is within the sole discretion of the Employer. Such discretion shall not be exercised in a manner that is arbitrary, in bad faith or in violation of the *Ontario Human Rights Code*.
- 53.4 a) An employee who moves to a vacancy within the Bargaining Unit shall be considered to be on a trial period for two (2) continuous months.
- b) At any time during the trial period, the employee may return, or be returned by the Employer to his/her previous position due to the employee's unsuitability for the position, without loss of seniority or salary progression, and such action shall not be made the subject of a grievance. The fact of an employee's return to his/her previous position will not be considered in the event of a subsequent job posting, however the contributing circumstances resulting in the return may be relevant. If an employee is returned to her/his previous position, reasons for such return will be provided to the Union upon request.
- 53.5 In the event that a trial period is not completed and results in the reversal, all related employee movement will be reversed without loss of seniority or salary progression, and such action shall not be made the subject of a grievance.
- 53.6 An employee who is on a probationary or trial period will not be considered for another posting where the employee will be required to start in the posted position before the completion of the employee's probationary or trial period.

ARTICLE 54 – WAGES54.1 Wage increase as follows:

1st year: May 1, 2012 – April 30, 2013 = 2% overall net compensation increase

2nd year: May 1, 2013 – April 30, 2014 = 2% overall net compensation increase

3rd year: May 1, 2014 – April 30, 2015 = 2% overall net compensation increase

4th year: May 1, 2015 – April 30, 2016 = 2% overall net compensation increase

54.2 Note #1: above wage increase will apply to all employees employed as of the date of ratification [regular full-time, regular part-time, term and contract (including grant funded)]

ARTICLE 55 – DURATION

55.1 This Agreement shall be binding on the parties hereto and remain in effect from May 1, 2012 to April 30, 2016 and shall continue from year to year thereafter, unless either party gives the other party notice in writing not more than ninety (90) days, but not less than sixty (60) days prior to the 30th day of April, 2016 in that year that it desires its termination, renewal, or amendment. Within ten (10) working days of receipt of such notice by one (1) party, the other party is required to enter into negotiations for the renewal and/or revision of the Agreement.

DATED at Thunder Bay/Sudbury, this 25th day of JANUARY, 2013.

SIGNED ON BEHALF OF:
BOARD OF DIRECTORS OF THE
NORTHERN ONTARIO SCHOOL
OF MEDICINE

SIGNED ON BEHALF OF:
ONTARIO PUBLIC SERVICE
EMPLOYEES UNION AND ITS LOCAL
677 - STAFF UNIT 2

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LETTER OF UNDERSTANDING #1

BETWEEN:

BOARD OF DIRECTORS OF THE NORTHERN
ONTARIO SCHOOL OF MEDICINE
(Hereinafter referred to as the "Employer")

AND

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND ITS LOCAL 677 - STAFF UNIT
(Hereinafter referred to as the "Union")

RE: Compressed Work Week

The parties agree that a compressed work week is an appropriate topic for discussion at Labour Management Committee.

DATED at Thunder Bay/Sudbury, this 25th day of JANUARY, 2013.

SIGNED ON BEHALF OF:
BOARD OF DIRECTORS OF THE
NORTHERN ONTARIO SCHOOL
OF MEDICINE

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SIGNED ON BEHALF OF:
ONTARIO PUBLIC SERVICE
EMPLOYEES UNION AND ITS LOCAL
677 - STAFF UNIT 2

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LETTER OF UNDERSTANDING #2

BETWEEN:

BOARD OF DIRECTORS OF THE NORTHERN
ONTARIO SCHOOL OF MEDICINE
(Hereinafter referred to as the "Employer")

AND

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND ITS LOCAL 677 - STAFF UNIT
(Hereinafter referred to as the "Union")

RE: Self-Funded Leave

The parties agree that Self-Funded Leave Plan is an appropriate topic for discussion at Labour Management Committee.

DATED at Thunder Bay/Sudbury, this *25TH* day of *JANUARY*, 2013.

SIGNED ON BEHALF OF:
BOARD OF DIRECTORS OF THE
NORTHERN ONTARIO SCHOOL
OF MEDICINE

SIGNED ON BEHALF OF:
ONTARIO PUBLIC SERVICE
EMPLOYEES UNION AND ITS LOCAL
677 - STAFF UNIT 2

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Jodi Smith

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LETTER OF UNDERSTANDING #3

BETWEEN:

BOARD OF DIRECTORS OF THE NORTHERN
ONTARIO SCHOOL OF MEDICINE
(Hereinafter referred to as the "Employer")

AND

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND ITS LOCAL 677 - STAFF UNIT
(Hereinafter referred to as the "Union")

RE: Superior Benefits

The parties agree that Term or Contract and Regular Part-time employees who currently have benefits or provisions superior to those set out in the Collective Agreement shall retain those superior benefits for so long as they maintain their current employment status (which, in the case of Term or Contract employees, includes any extension to their current term or contract).

DATED at Thunder Bay/Sudbury, this *25th* day of *JANUARY*, 2013.

SIGNED ON BEHALF OF:
BOARD OF DIRECTORS OF THE
NORTHERN ONTARIO SCHOOL
OF MEDICINE

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SIGNED ON BEHALF OF:
ONTARIO PUBLIC SERVICE
EMPLOYEES UNION AND ITS LOCAL
677 - STAFF UNIT 2

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LETTER OF UNDERSTANDING #4

BETWEEN:

BOARD OF DIRECTORS OF THE NORTHERN
ONTARIO SCHOOL OF MEDICINE
(Hereinafter referred to as the "Employer")

AND

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND ITS LOCAL 677 - STAFF UNIT
(Hereinafter referred to as the "Union")

RE: Use of Personal Vehicle

The Employer will investigate and research issues surrounding the use of personal vehicles for Employer business and will report its findings to the Labour Management Committee for discussion and review.

DATED at Thunder Bay/Sudbury, this *25th* day of *JANUARY*, 2013.

SIGNED ON BEHALF OF:
BOARD OF DIRECTORS OF THE
NORTHERN ONTARIO SCHOOL
OF MEDICINE

SIGNED ON BEHALF OF:
ONTARIO PUBLIC SERVICE
EMPLOYEES UNION AND ITS LOCAL
677 - STAFF UNIT 2

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LETTER OF UNDERSTANDING #5**BETWEEN:**

**BOARD OF DIRECTORS OF THE NORTHERN
ONTARIO SCHOOL OF MEDICINE
(Hereinafter referred to as the "Employer")**

AND

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND ITS LOCAL 677 - STAFF UNIT
(Hereinafter referred to as the "Union")**

RE: Appropriate Topics for Labour Management Committee

The parties agree to discuss at Labour Management Committee the balancing of Union rights and obligations regarding the administration of the collective agreement with work requirements, including, but not necessarily limited to those rights and obligations set out in:

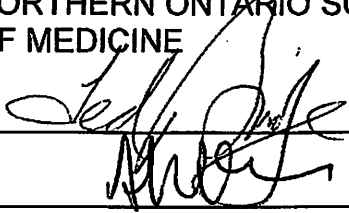
Article 13 Rights and Privileges of the Union
Article 16 Labour Management Committee
Article 16.10 Existing Practices
Article 17 Negotiations Committee
Article 18 Grievance Procedure
Article 19 Arbitration
Article 20 Discipline/Discharge/Arbitration
Article 21 Hours of Work and Schedules
Article 30 Union Leave
Article 35 Workload
Article 36 Health and Safety
Article 44 Pension
Article 49 Lay Off and Recall

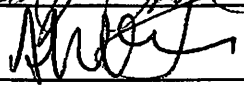
DATED at Thunder Bay/Sudbury, this

25th day of JANUARY, 2013.

SIGNED ON BEHALF OF:
BOARD OF DIRECTORS OF THE
NORTHERN ONTARIO SCHOOL
OF MEDICINE

SIGNED ON BEHALF OF:
ONTARIO PUBLIC SERVICE
EMPLOYEES UNION AND ITS LOCAL
677 - STAFF UNIT 2



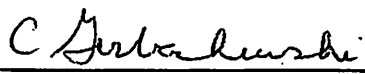



John Smith


Lara Lemstra


Joe Pizinski

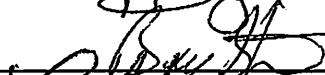
Ken Adams














LETTER OF UNDERSTANDING #6

BETWEEN:

BOARD OF DIRECTORS OF THE NORTHERN
ONTARIO SCHOOL OF MEDICINE
(Hereinafter referred to as the "Employer")

AND

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND ITS LOCAL 677 - STAFF UNIT
(Hereinafter referred to as the "Union")

RE: Rest Breaks

Each employee whose workday consists of seven (7) hours or more is entitled to a paid fifteen (15) minute break at an appropriate time during the 1st and 2nd half of the workday. Each employee whose workday consists of five (5) hours or less is entitled to a paid fifteen (15) minute break at an appropriate time during the workday. Breaks are to be taken at a convenient point in the flow of duties and employees are to ensure that breaks do not exceed the allotted time period. Breaks cannot be accumulated and taken as time off, nor are employees entitled to any additional compensation as a result of breaks not taken.

DATED at Thunder Bay/Sudbury, this 25th day of JANUARY, 2013.

SIGNED ON BEHALF OF:
BOARD OF DIRECTORS OF THE
NORTHERN ONTARIO SCHOOL
OF MEDICINE

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SIGNED ON BEHALF OF:
ONTARIO PUBLIC SERVICE
EMPLOYEES UNION AND ITS LOCAL
677 - STAFF UNIT 2

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LETTER OF UNDERSTANDING #7

BETWEEN:

BOARD OF DIRECTORS OF THE NORTHERN
ONTARIO SCHOOL OF MEDICINE
(Hereinafter referred to as the "Employer")

AND

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND ITS LOCAL 677 - STAFF UNIT
(Hereinafter referred to as the "Union")

RE: Job Evaluation Committee

The parties will establish a Job Evaluation Committee pursuant to Article 42.1 e) consisting of two (2) representatives each from both the Union and the Employer. Human Resources will maintain a list of active JEC representatives, and shall arrange for appropriate training of all JEC representatives within six months of ratification.

Subsequent to the training, the JEC will meet within forty-five (45) days to establish its terms of reference and operating procedures.

The Employer will submit all bargaining unit positions for evaluation by a qualified third party within six (6) months of the date of ratification. Increases in wage rates for bargaining unit positions will be implemented within one (1) month of receipt of the report from the third party.

The JEC will be operational one (1) year from the date of ratification. The JEC will meet quarterly to review issues submitted to it, pursuant to Article 42.1 e).

DATED at Thunder Bay/Sudbury, this 25th day of JANUARY, 2013.

SIGNED ON BEHALF OF:
BOARD OF DIRECTORS OF THE
NORTHERN ONTARIO SCHOOL
OF MEDICINE

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SIGNED ON BEHALF OF:
ONTARIO PUBLIC SERVICE
EMPLOYEES UNION AND ITS LOCAL
677 - STAFF UNIT 2

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LETTER OF UNDERSTANDING #8

BETWEEN:

BOARD OF DIRECTORS OF THE NORTHERN
ONTARIO SCHOOL OF MEDICINE
(Hereinafter referred to as the "Employer")

AND

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND ITS LOCAL 677 - STAFF UNIT
(Hereinafter referred to as the "Union")

RE: Recognition Clause Committee

The parties agree to strike a committee to meet within three (3) months of ratification of the Collective Agreement to work on revisions to the recognition clause (Article 6), and the related Schedules and Appendices, to update these provisions to better reflect the parties' current understanding of the scope of the bargaining Unit.

DATED at Thunder Bay/Sudbury, this 25th day of JANUARY, 2013.

SIGNED ON BEHALF OF:
BOARD OF DIRECTORS OF THE
NORTHERN ONTARIO SCHOOL
OF MEDICINE

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SIGNED ON BEHALF OF:
ONTARIO PUBLIC SERVICE
EMPLOYEES UNION AND ITS LOCAL
677 - STAFF UNIT 2

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SCHEDULE "A"OPSEU Staff Unit – CLASSIFICATIONS
(as at October 25, 2012)

Position	Portfolio	Pay Band
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Classification 7

Technical Lead	ADMIN	7
Financial Analyst	ADMIN	7
Coordinator of Facilities Services	ADMIN	7
Coordinator UME Programs	UME	7
Datatel Programmer/Analyst	ADMIN	7
Database Administrator	ADMIN	7
Development Team Lead	ADMIN	7

Classification 6

Student Records and Electives Officer	UME	6
Financial Administrative Coordinator	ADMIN	6
CEPD Accreditation Coordinator	FA	6
CEPD Coordinator	FA	6
Admissions Officer	CE	6
Community Coordinator, Franco Affairs	CE	6
Communications Officer	DEAN	6
Financial Aid Officer	UME	6
Student Assessment Coordinator	UME	6
Clinical Skills Program Coordinator	UME	6
Coordinator of Program Evaluation	UME	6
Research Lab Coordinator	RES	6
Advancement Officer	DEAN	6
Information Technologist	ADMIN	6
Procurement Officer	ADMIN	6
Community and Interprofessional Learning Coordinator	UME	6
Promotion and Recruitment Coordinator	PGE	6
Registration and Reporting Coordinator	PGE	6
Research Office Coordinator	RES	6
Phase 1 Scheduler/Coordinator	UME	6
Web Services Administrator	ADMIN	6

Classification 5

Postgraduate Coordinator	PGE	5
Postgraduate Coordinator - Academics, Ethics & Research	PGE	5
PaNDA Coordinator	PGE	5
Program Coordinator Aboriginal Affairs	CE	5
Senior Financial Services Clerk	ADMIN	5

Clinical Placement Coordinator	CE	5
Phase 2 & 3 Clerkship Coordinator	UME	5
Junior Financial Analyst	ADMIN	5
Community Engagement Administrative Coordinator	CE	5
Coordinator of Evaluation	FA	5
Learning Activities Coordinator	UME	5

Classification 5 (continued)

Graphics Designer - Communications	DEAN	5
Advancement Coordinator	DEAN	5
Regional Aboriginal Community Coordinator	CE	5
Library Technician	RES	5
UME Office Coordinator	UME	5
Web/Graphics Designer	DEAN	5

Classification 4

Learner Affairs Office Administrative Coordinator	UME	4
Facilities Operations Assistant	ADMIN	4
Financial Services Clerk	ADMIN	4
Procurement Clerk	ADMIN	4
Accommodations Coordinator	CE	4

Classification 3

Facilities Management Assistant	ADMIN	3
Administrative Assistant	Any Portfolio	3

Classification 2	N/A	
Classification 1	N/A	

Pay Bands and Pay Rates/Steps

Effective Date: May 1, 2012					
Pay Band	Step 1 (minimum)	Step 2	Step 3	Step 4	Step 5 (maximum)
8	\$70,293.30	\$73,394.10	\$76,496.94	\$79,595.70	\$82,697.52
7	\$60,721.62	\$63,401.16	\$66,077.64	\$68,759.22	\$71,437.74
6	\$52,489.20	\$54,804.60	\$57,118.98	\$59,435.40	\$61,750.80
5	\$46,313.10	\$48,356.16	\$50,399.22	\$52,442.28	\$54,485.34
4	\$40,139.04	\$41,909.76	\$43,680.48	\$45,452.22	\$47,220.90
3	\$34,993.14	\$36,534.36	\$38,078.64	\$39,623.94	\$41,167.20
Effective Date: May 1, 2013					
Pay Band	Step 1 (minimum)	Step 2	Step 3	Step 4	Step 5 (maximum)
8	\$71,699.17	\$74,861.98	\$78,026.88	\$81,187.61	\$84,351.47
7	\$61,936.05	\$64,669.18	\$67,399.19	\$70,134.40	\$72,866.49
6	\$53,538.98	\$55,900.69	\$58,261.36	\$60,624.11	\$62,985.82
5	\$47,239.36	\$49,323.28	\$51,407.20	\$53,491.13	\$55,575.05
4	\$40,941.82	\$42,747.96	\$44,554.09	\$46,361.26	\$48,165.32
3	\$35,693.00	\$37,265.05	\$38,840.21	\$40,416.42	\$41,990.54
Effective Date: May 1, 2014					
Pay Band	Step 1 (minimum)	Step 2	Step 3	Step 4	Step 5 (maximum)
8	\$73,133.15	\$76,359.22	\$79,587.42	\$82,811.37	\$86,038.50
7	\$63,174.77	\$65,962.57	\$68,747.18	\$71,537.09	\$74,323.82
6	\$54,609.76	\$57,018.71	\$59,426.59	\$61,836.59	\$64,245.53
5	\$48,184.15	\$50,309.75	\$52,435.35	\$54,560.95	\$56,686.55
4	\$41,760.66	\$43,602.91	\$45,445.17	\$47,288.49	\$49,128.62
3	\$36,406.86	\$38,010.35	\$39,617.02	\$41,224.75	\$42,830.35
Effective Date: May 1, 2015					
Pay Band	Step 1 (minimum)	Step 2	Step 3	Step 4	Step 5 (maximum)
8	\$74,595.81	\$77,886.41	\$81,179.16	\$84,467.59	\$87,759.27
7	\$64,438.27	\$67,281.82	\$70,122.12	\$72,967.83	\$75,810.30
6	\$55,701.96	\$58,159.08	\$60,615.12	\$63,073.32	\$65,530.44
5	\$49,147.83	\$51,315.94	\$53,484.06	\$55,652.17	\$57,820.28
4	\$42,595.87	\$44,474.97	\$46,354.07	\$48,234.26	\$50,111.20
3	\$37,135.00	\$38,770.56	\$40,409.36	\$42,049.24	\$43,686.96