

SOURCE	Hosp		
EFF.	96	04	01
TERM.	99	03	31
No. OF EMPLOYEES	520		
NOMBRE D'EMPLOYÉS	df		

COLLECTIVE AGREEMENT

BETWEEN

THE OTTAWA GENERAL HOSPITAL
(hereinafter referred to as the "Employer")

AND

ONTARIO PUBLIC SERVICE EMPLOYEES UNION

AND ITS LOCAL 422
(hereinafter referred to as the "Union")

COMBINED - PARAMEDICS

SECTOR 10A

April 1, 1996 to March 31, 1999

05613(06)

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ARTICLE 1 - PURPOSE

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

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

ARTICLE 2 - SCOPE AND RECOGNITION

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all paramedical and medical technical employees of l'Hôpital général d'Ottawa /the Ottawa General Hospital in the Regional Municipality of Ottawa-Carleton, save and except Supervisors, those above the rank of Supervisors, those above the rank of Charge Technologist, office, clerical, administrative and information services employees, Laboratory Scientists, Home Dialysis Helpers, students, students employed during the summer vacation period, persons working in the Child Psychiatry Program and the Psychogeriatric Program, the Coordinator of Studies/Cardiopulmonary Services and persons covered by subsisting collective agreements.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union recognizes that the management of the Hospital and the direction of the working force are fixed exclusively in the Employer and shall remain solely with the Employer except as specifically limited by an express provision of this agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- a) maintain order, discipline and efficiency.
 - b) hire, discharge, retire, assign, direct, promote, demote, classify, transfer, lay-off, recall and suspend or otherwise discipline employees;
 - c) determine, in the interest of efficient operation and highest standard of service, job rating or classification, the hours of work, work assignments, methods of doing the work and the working establishment for any service;
 - d) manage and operate the Hospital in all respects in accordance with its obligations and without restricting the generality of the foregoing, to

safeguard the health, safety and well-being of the patients in the Hospital; to determine the kinds and locations of machines and equipment to be used; the allocation and number of employees required from time to time; the combining or dividing of departments or sections and all other matters concerning the Hospital's operations not otherwise specifically dealt with elsewhere in this Agreement.

ARTICLE 4 - DEFINITIONS

- 4.01 a) A full-time employee is an employee who is regularly scheduled to work the normal full-time hours referred to in the Hours of Work Article.
- b) A part-time employee is an employee who regularly works less than the normal full-time hours referred to in the Hours of Work Article.
- c) A casual part-time employee is an employee who attends work when required subject to his availability. Casual part-time employees are not regularly prescheduled to work but, rather work on a need-be basis.

ARTICLE 5 - NO DISCRIMINATION

- 5.01 The Hospital and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practiced by any of their representatives with respect to any employee because of his membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising his rights under the Collective Agreement.
- 5.02 It is agreed that there will be no discrimination by either party or by any of the employees covered by this Agreement on the basis of race, creed, colour, national origin, sex, marital status, age, religious affiliation or any other factor which is not pertinent to the employment relationship.
- 5.03 Every employee who is covered by this agreement has a right to freedom from harassment in the workplace in accordance with the Ontario Human Rights Code.

ARTICLE 6 - NO STRIKE/NO LOCKOUT

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

ARTICLE 7 - UNION SECURITY

- 7.01 The Hospital will deduct from each employee in the bargaining unit an amount equal to the regular monthly union dues designated by the Union. The amount of regular monthly dues shall be as certified to the Hospital by the Treasurer of the Union from time to time. The amounts so deducted shall be remitted by the Hospital to the Union's Director of Finance no later than the 15th of the month following the month in which such deductions were made. In consideration of the deducting and forwarding of union dues by the Hospital, the Union agrees to indemnify and save harmless the Hospital against any claims or liabilities arising or resulting from the operation of this Article.

ARTICLE 8 - REPRESENTATION AND COMMITTEES

8.01 Union Stewards

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

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

- b) There shall be twenty-three (23) stewards, either full-time or part-time employees, from the following areas:

one (1) Part-time steward (at large)
 one (1) Artificial Kidney Unit (AKU)
 one (1) Biomedical Engineering
 one (1) Blood Bank / Tissue Typing
 one (1) Biochemistry
 one (1) Cardiopulmonary Services
 one (1) Engineering Services
 one (1) Health Records / Library

one (1) Haematology
 one (1) Microbiology
 one (1) Neurophysiology
 one (1) Nutrition Services
 one (1) OBS/GYN Ultrasound
 one (1) Occupational Therapy
 one (1) Ophthalmology
 one (1) Pathology
 two (2) Pharmacy
 one (1) Physiotherapy
 one (1) Psychology
 one (1) Radiology
 one (1) Social Work
 one (1) Speech Language Pathology / Audiology

8.02 Grievance Committee

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

There shall be a grievance committee composed of not more than three (3) union members which will include the president, grievance officer and the steward from the area concerned.

8.03 Labour-Management Committee

- a) The parties mutually agree that there are matters that would be beneficial if discussed at a Labour-Management Committee Meeting during the term of this Agreement. The Committee shall be comprised of an equal number of representatives of each party as mutually agreed and shall meet at a time and place mutually satisfactory. The Committee shall meet once every two (2) months, unless agreed otherwise. A request for a meeting hereunder will be made in writing at least fourteen (14) days prior to the date proposed and accompanied by an agenda of matters proposed to be discussed. Where a Hospital has two or more agreements with OPSEU, then a joint committee shall represent all units unless otherwise agreed.
- b) The following provision applies to any reorganization or restructuring which occurs on or after the date of ratification by both parties.

In the event of reorganization or restructuring of the Hospital, which will have potential adverse effects upon employees in the bargaining unit, the

parties agree that they will discuss possible ways and means of avoiding or minimizing the impact, including:

- identifying and proposing possible alternatives to any action that the Hospital may propose taking;
- identifying and seeking ways to address on-the-job retraining needs of employees;
- identifying vacant positions within the Hospital for which surplus members of the bargaining unit might qualify, or such positions which are currently filled but which are expected to become vacant within a twelve (12) month period.

To allow the Labour Management Committee to carry out its mandated role under this Article (8.03(b)), the Hospital will provide the Committee with pertinent financial and staffing information and with a copy of any reorganization plans which impact on the bargaining unit.

8.04a) Negotiating Committee

The Hospital agrees to recognize a negotiating committee comprised of 6 members to be elected or appointed from the bargaining unit. Where the Hospital participates in central bargaining, the purpose of the negotiating committee shall be to negotiate local issues as defined in this Collective Agreement. Where the Hospital does not participate in central bargaining, the purpose of the negotiating committee shall be to negotiate a renewal of this Collective Agreement. The Hospital agrees that the members of the negotiating committee shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending negotiating meetings with the Hospital up to, and including conciliation.

8.04b) Pay For Members of Central Negotiating Committee

Union Negotiating Committee members up to a maximum of seven (7) shall be paid for time lost from their normal straight time working hours at their regular rate of pay and without loss of leave credits for attending central negotiating meetings with the Hospital Central Negotiating Committee in direct negotiations up to and including conciliation. If the parties are unable to arrive at a negotiated collective agreement through either direct negotiations or conciliation, the Hospital agrees that members of the Union Negotiating Committee shall receive unpaid leave for purpose of attending arbitration hearings.

- 8.05 The Union agrees to provide and maintain an up-to-date list of all Union Representatives (including Union Stewards, Union Executive, Grievance Committee, Labour/Management Committee and Negotiating Committee) to the Director of Human Resources or designate.
- 8.06 All new employees will have the opportunity to meet with a representative of the Union in the employ of the Hospital for a period of up to 15 minutes during the employee's probationary period, without loss of regular earnings. The purpose of such meeting will be to acquaint the employee(s) with such representative of the Union and the collective agreement. These interviews will be scheduled in advance and may be arranged collectively or individually by the Hospital.

ARTICLE 9 - ACCIDENT PREVENTION - HEALTH & SAFETY COMMITTEE

- 9.01 The Hospital and the union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.
- 9.02 Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention - Health and Safety Committee, at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees.
- 9.03 Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- 9.04 The Hospital agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- 9.05 Meetings shall be held every second month or more frequently at the call of the chair, if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- 9.06 Any representative appointed or selected in accordance with 9.02 hereof, shall serve for a term of at least one (1) calendar year from the date of appointment. Time off for such representative(s) to attend meetings of the Accident Prevention - Health and Safety Committee in accordance with the foregoing, shall be granted.

"A member of a committee is entitled to,

- a) one hour or such longer period of time as the committee determines is necessary to prepare for each committee meeting;
- b) such time as is necessary to attend meetings of the committee; and
- c) such time as is necessary to carry out (inspections and investigations under subsection 9 (26), 9 (27), and 9 (31) of the Act.)” ref: **Occupational Health and Safety Act, sec. 9 (34).**

“ A member of a committee shall be deemed to be at work during the times described (above) and the member’s employer shall pay the member for those times at the member’s regular or premium rate as may be proper.” Ref. **Occupational Health and Safety Act, Sec. 9 (35).**

- 9.07 The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.

ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCEDURE

- 10.01 Employees shall have the right, upon request, to the presence of a Union Steward at any stage of the grievance procedure, including the complaint stage, or at any time when formal discipline is imposed. Where the hospital deems it necessary to suspend or discharge an employee, the hospital shall notify the union, in writing, of such suspension or discharge.
- 10.02 For purposes of this Agreement, a grievance is defined as a difference arising between a member of the bargaining unit and the Hospital relating to the interpretation, application, administration or alleged violation of the Agreement.
- 10.03 It is the mutual desire of the parties hereto that complaints shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given his immediate supervisor the opportunity of adjusting his complaint. Such complaint shall be discussed with his immediate supervisor within seven (7) calendar days from the event giving rise to the grievance, or from when the employee should have reasonably become aware of the event giving rise to the grievance and, failing settlement within seven (7) calendar days, it shall then be taken up as a grievance within the seven (7) calendar days following his immediate supervisor’s decision in the following manner and sequence:

Step No.1

The employee must submit the grievance in writing signed by him to his immediate supervisor and may be accompanied, if he so desires, by his union steward. The grievance shall identify the nature of the grievance, the remedy

sought, and should specify the provisions of the Agreement which are alleged to have been violated. The immediate supervisor will deliver his decision in writing within seven (7) calendar days following the day on which the grievance was presented to him. Failing settlement, then:

Step No. 2

Within seven (7) calendar days following the decision under Step no. 1, the employee who, if he so desires, may be accompanied by his union steward, may submit the written grievance to his Department Head who will deliver his decision in writing within seven (7) calendar days from the date on which the written grievance was presented. This step may be omitted where the employee's immediate supervisor and Department Head are the same person. Failing settlement, then:

Step No. 3

Within seven (7) calendar days following the decision in the immediately preceding step, the grievance may be submitted in writing to the Chief Executive Officer of the Hospital or his designate. A meeting will then be held between the Chief Executive Officer or his designate and the Grievance Committee within seven (7) calendar days of the submission of the grievance at Step no. 3 unless extended by agreement of the parties. It is further understood that either party may have such assistance as they may desire at such meeting. The decision of the Hospital shall be delivered in writing within fourteen (14) calendar days following the date of such meeting.

10.04 Policy Grievance

A grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step no. 3 within fourteen (14) calendar days following the circumstances giving rise to the grievance.

It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which he could have instituted himself and the regular grievance procedure shall not be thereby bypassed, exception made of individual grievances in the matter of appointments made under the provisions of article 15.06. Where the grievance is a Hospital grievance it shall be filed with the Local Union President or designate.

10.05 Group Grievance

Where a number of employees have identical grievances and each one would be entitled to grieve separately, they may present a group grievance in writing, signed by each employee who is grieving, to the Department Head or his designate within fourteen (14) calendar days after the circumstances giving rise

to the grievance have occurred. The grievance shall then be treated as being initiated at Step no. 2 and the applicable provisions of this Article shall then apply with respect to the handling of such grievance.

10.06 Discharge Grievance

The release of a probationary employee shall not be the subject of a grievance or arbitration. A claim by an employee who has completed his probationary period that he has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Hospital at Step No. 3 within seven (7) calendar days **after** the date the discharge is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

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

The Hospital agrees that it will not discharge, without just cause, an employee who has completed his probationary period.

10.07 The Hospital agrees that it will not discipline an employee without just cause.

10.08 Failing settlement under the foregoing procedure, any grievance, including a question as to whether the grievance is arbitrable, may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within fourteen **(14)** calendar days after the decision under Step no. 3 is given, the grievance shall be deemed to have been abandoned.

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

10.10 When either party requests that any matter be submitted to arbitration as provided in this Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time appoint a nominee. Within seven (7) calendar days thereafter, the other party shall appoint its nominee, provided however, that if such party fails to appoint its nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to make such appointment upon application thereto by the party invoking the

arbitration procedure. The two nominees shall attempt to agree upon a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.

- 10.1 ■ No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 10.12 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 10.13 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 10.14 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority, and where there is no majority, the decision of the chairman will be final and binding upon the parties hereto and the employee or employees concerned.
- 10.15 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairman of the Arbitration Board.
- 10.16 The time limits set out in this Article are mandatory and failure to comply strictly with such time limits, except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned.
- 10.17 Wherever arbitration board is referred to in the agreement, the parties may mutually agree in writing to substitute a single arbitrator for the arbitration board at the time of reference to arbitration and the other provisions referring to arbitration board shall appropriately apply.

ARTICLE ■ - LETTERS OF REPRIMAND AND ACCESS TO FILES

- 11.01 Any letter of reprimand or suspension will be removed from the record of an employee eighteen (18) months following the receipt by the employee of such letter or suspension provided that the employee's record has been discipline free for such eighteen (18) month period.
- 11.02 Each employee shall have reasonable access to his file during the normal business hours of the Human Resources department for the purposes of reviewing any evaluations of formal disciplinary notations contained therein in the presence of the Employer. A copy of the evaluation will be provided to the employee at his request.

ARTICLE 12 - SENIORITY

12.01 Definition - Seniority and Service

Service is the length of continuous employment with the Employer. Length of continuous service with the Employer is used to determine vacation entitlement, Income Security Plan benefits and pension.

Employees of the Hospital who enter this bargaining unit shall carry their service with them for the purposes of vacation entitlement, Income Security Plan benefits and pension.

For salary purposes, employees entering this bargaining unit are governed by the provisions of Article 29.02: "Credit for Previous Experience".

Full-time employees will accumulate seniority on the basis of their continuous service in the bargaining unit from the last date of hire, except as otherwise provided herein. Part-time employees, including casual employees, will accumulate seniority on the basis of one year's seniority for each 1650 hours worked in the bargaining unit as of the last date of hire, except as provided herein.

12.02 Transfer of Seniority

Seniority shall be retained by an employee in the event he is transferred from full-time to part-time or vice-versa. For the purposes of the application of seniority under the agreement but not for the purposes of service under any provisions of the agreement, an employee whose status is changed from full-time to part-time shall receive credit for his seniority on the basis of 1650 hours worked for each year of full-time seniority. For the purposes of the application of seniority, under the agreement, an employee whose status is changed from part-time to full-time shall receive credit for his seniority on the basis of one (1) year of seniority for each 1650 hours worked. Any time worked in excess of an equivalent year shall be pro-rated at the time of transfer.

12.03 Retention & Accumulation of Seniority on Transfer Outside the Bargaining Unit

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

- a) a period of less than eighteen months or such longer period as the parties may agree upon or;

- b) a specific term of appointment, including temporarily replacing an employee outside the bargaining unit;

shall retain but not accumulate seniority held at the time of transfer. In the event the employee is returned to a position in the bargaining unit within the time periods noted in (a) or (b) above, he shall be credited with the seniority held at the time of transfer and shall resume accumulation from the date of his return to the bargaining unit.

However, and notwithstanding the above, in the event an employee is transferred out of the bargaining unit under (b) above and returned to the bargaining unit within a period of six (6) calendar months, he shall accumulate seniority during the period of time outside the bargaining unit.

- 12.04 a) Part-time employees shall have their seniority expressed on the basis of number of hours worked in the bargaining unit. The foregoing is for clarity only and therefore does not modify an employee's level of seniority under this collective agreement or previous collective agreements.

- b) Notwithstanding Article 12.03 a) seniority shall accrue during a pregnancy leave or parental leave. For the purposes of pregnancy leave and parental leave, seniority accrual shall be determined by multiplying the normal weekly hours times the number of weeks the employee *is* absent due to a pregnancy leave up to a maximum of 17 weeks and/or the number of weeks the employee *is* absent due to a parental leave up to a maximum of 18 weeks, whichever is applicable.

- c) Applicable to full-time employees only

Full-time employees will accumulate seniority on the basis of their continuous service in the bargaining unit from the last date of hire, except as otherwise provided in the collective agreement or previous collective agreements. The foregoing is for clarity only and therefore does not modify an employee's level of seniority under this collective agreement or previous collective agreements.

12.05 Probational Period

Newly hired employees shall be considered to be on probation for a period of sixty (60) days worked from date of last hire (450 hours of work for employees whose regular hours of work are other than the standard work day). If retained after the probationary period, the employee shall ~~be~~ be credited with seniority from date of last hire. With the written consent of the Hospital, the probationary employee and the President of the Local Union or his designate, such probationary period may be extended.

It is understood and agreed that any extension to the probationary period will not exceed an additional sixty (60) days (450 hours) worked or such lesser period as may be agreed by the parties. The release of a probationary employee shall not be the subject of a grievance or arbitration.

12.06 Seniority Lists

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

Full-time, regular part-time, and casual part-time employees shall have their seniority expressed on the basis of number of hours worked.

For full-time employees, the seniority list shall also indicate their anniversary date.

12.07 Effect of Absence (This clause is applicable to full-time employees only)

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

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

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

It is further understood that during such absence, credit for seniority shall be suspended and not accrue during the period of absence.

Notwithstanding this provision, seniority shall accrue during maternity leave and for a period of thirty (30) months if an employee's absence is due to disability resulting in WCB or LTD benefits.

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

12.08 Application of Seniority on Layoff and Recall

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

12.09 Layoff and Recall Rights

Seniority lists and layoff and recall rights for full-time employees shall be separate from seniority lists and layoff and recall rights for part-time employees, subject only to Article 13.04 (1)(c), (d) and (9).

12.10 Loss of Seniority, Service and Deemed Termination

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

- a) leaves of his own accord;
- b) is discharged and the discharge is not reversed through the grievance or arbitration procedure;
- c) has been laid off without recall pursuant to Article 13.06 for twenty-four (24) months;
- d) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Hospital of such absence and providing a reason satisfactory to the Hospital;
- e) fails to return to work (subject to the provisions of (d)) upon termination of an authorized leave of absence without satisfactory reason or utilizes a leave of absence, without permission, for purposes other than that for which the leave was granted;
- f) fails upon being notified of a recall to signify his intention to return within five (5) calendar days after he has received the notice of recall mailed by registered mail to the last known address according to the records of the Hospital and fails to report to work within ten (10) calendar days after he has received the notice of recall or such further period of time as may be agreed upon by the parties;
- g) is absent due to illness or disability for a period of thirty (30) months, unless he has less than six (6) months service at the time the illness or disability commenced and is not eligible for long-term disability benefits. If the employee has less than six (6) months service at the time the illness

or disability commenced and is not eligible for long-term disability benefits, this provision will apply after an absence equal to his length of service at the time the absence commenced.

ARTICLE 13 - LAYOFF AND RECALL

NOTE: Article 13 applies to Full-Time and Regular Part-Time Employees only.

13.01 In the event of a proposed layoff at the Hospital of a permanent or long term (in excess of 13 weeks) nature, the Hospital will:

- a) provide the Union with no less than 30 calendar days notice of long-term layoffs and no less than 5 months notice of permanent layoff;
- b) meet with the Union through the Labour Management Committee to review the following:
 - (i) the reason causing the layoff
 - (ii) the service the Hospital will undertake after the layoff
 - (iii) the method of implementation including the areas of cut-back and employees to be laid off
 - (iv) ways the Hospital can assist employees to find alternate employment.

This provision applies to notice of layoff given on or after July 21, 1994. Where notice of layoff is given prior to July 21, 1994, the previous notice requirements apply.

13.02 Any agreement between the Hospital and the Union resulting from the above review concerning the method of implementation will take precedence over the terms of layoff in this Agreement.

13.03 In the event of layoff, the Hospital shall lay off employees in the reverse order of their seniority within their classification, providing that those employees who remain on the job have the qualifications and ability to perform the work. Employees shall be entitled to three (3) months notice of permanent layoff. In the event of a long-term layoff, the employee shall be entitled to notice in accordance with the provisions of the **Employment Standards Act**. It is agreed and understood that Regulation 327, Section 7, of the **Employment Standards Act** applies. It is further agreed that notice to both the Union and the employees may run concurrently.

This provision applies to notice of layoff given on or after July 21, 1994. Where notice of layoff is given prior to July 21, 1994, the previous notice requirements apply.

- 13.04(1) An employee who is subject to permanent or long term layoff shall have the following entitlements:
- a) accept the layoff and be placed on a recall list for twenty-four **(24)** months; or
 - b) the employee may displace an employee who has lesser bargaining unit seniority and who is the least senior employee within her classification, identical paying classification, or lower paying classification in her discipline or department, if the employee originally subject to layoff can perform the duties of the least senior employee within her classification, identical paying classification, or lower paying classification in her discipline or department without training other than orientation.
 - c) If the full-time employee cannot displace a full-time employee in (b), the employee may displace a part-time employee who has lesser bargaining unit seniority and who is the least senior employee in her classification, identical paying classification, or a lower paying classification in her discipline or department, if the employee originally subject to layoff can perform the duties of the least senior employee in her classification, identical paying classification, or lower paying classification in her discipline or department without training other than orientation.
 - d) If the part-time employee cannot displace a part-time employee in (b), the employee may displace a full-time employee who has lesser bargaining unit seniority and who is the least senior employee in her classification, identical paying classification, or a lower paying classification in her discipline or department, if the employee originally subject to layoff can perform the duties of the least senior employee in her classification, identical paying classification, or lower paying classification in her discipline or department without training other than orientation.
 - e) If the employee cannot displace an employee in her discipline or department, the employee may displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in another department, if the employee originally subject to layoff can perform the duties of the least senior employee in the lower or identical paying classification in another department without training other than orientation.
 - f) (i) If the full-time employee cannot displace a full-time employee in (e), the employee may displace a part-time employee who has lesser bargaining unit seniority and who is the least senior employee in

another department, if the employee originally subject to layoff can perform the duties of the least senior employee in another department without training other than orientation.

- ii) If the part-time employee cannot displace a part-time employee in (e), the employee may displace a full-time employee who has lesser bargaining unit seniority and who is the least senior employee in another department, if the employee originally subject to layoff can perform the duties of the least senior employee in another department without training other than orientation.

13.04(2) An employee who is subject to layoff for a period not greater than thirteen weeks shall have the following entitlements:

- a) accept the layoff and be placed on a recall list for twenty-four (24) months; or
- b) displace an employee within her classification who has lesser bargaining unit seniority and who is the least senior employee in her classification, if the employee originally subject to layoff can perform the duties of the least senior in her classification in her discipline without training or orientation.
- c) If the employee cannot displace an employee in (b), the employee may displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in her discipline, if the employee originally subject to layoff can perform the duties of the least senior employee in the lower or identical classification in her discipline without training or orientation.

13.04(3) Where an employee has her shift cancelled, the employee shall not be entitled to displace another employee.

For purposes of layoff under Article 13, the clinical laboratory department would include the sub-disciplines of laboratory medicine. For purposes of layoff under this Article, a discipline is a service function within a department.

13.05 An employee who displaces an employee in a lower paying classification will be placed on the salary grid of the lower classification consistent with the level he would have achieved in the lower classification based on his service and experience with the Hospital.

13.06 An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided he has the qualifications and ability to perform the work, before such opening is filled on a regular basis under a job

posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been completed. An employee who is recalled shall be credited with the seniority he had at the time of the layoff.

- 13.07(a) An employee recalled to work in a different classification from which he was laid off, or an employee who has displaced an employee in a lower classification shall be entitled to return to the position he held prior to the layoff should it become vacant within twenty-four (24) months of the layoff, provided that the employee remains qualified and able to perform the duties of his former position.

No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.

- (b) (i) In addition to 13.07(a) a full-time employee who has displaced a part-time employee shall be entitled to return to the position he held prior to the layoff should it become vacant within twenty-four (24) months of the layoff, provided that the employee remains qualified and able to perform the duties of his former position.
- ii) In addition to 13.07(a) a part-time employee who has displaced a full-time employee shall be entitled to return to the position he held prior to the layoff should it become vacant within twenty-four (24) months of the layoff, provided that the employee remains qualified and able to perform the duties of his former position.

- 13.08 The Hospital shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Hospital (which notification shall be deemed to be received on the fifth day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Hospital.

- 13.09 Where there is an available opening which has not been filled in accordance with Article 13.06, an employee who has either accepted a layoff or is under notice of layoff and is unable to displace any other employee will be given an opportunity for on-the-job retraining of up to six (6) months, subject to the staffing requirements of the hospital, if, with the benefit of such retraining, the employee could reasonably be expected to obtain the qualifications and ability to perform the work. Such opportunities will be provided in order of seniority. During the period of on-the-job retraining the recall period will continue to apply from the original date of layoff. If, following the period of on-the-job retraining the

employee has not obtained the qualifications and ability to perform the work, the employee will be returned to the recall list or will be terminated in accordance with Article 12.09(c).

- 13.10 In the event that an employee who has been laid off and is placed on a recall list is assigned, by the Hospital, ad hoc shifts or to a temporary vacancy, she will retain, but not accumulate her seniority and service held at the time of layoff. Employees in such assignments will be treated as part-time. Where an employee is recalled pursuant to Article 13.06, she will receive credit for service and seniority for shifts worked under this provision. Any assignments under this provision will be offered on a voluntary basis.

ARTICLE 14 - TECHNOLOGICAL CHANGE

NOTE: Article 14 applies to Full-Time and Regular Part-Time Employees ONLY. It does not apply to Casual Part-Time Employees.

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

The Hospital agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse effect, if any, upon employees concerned.

Employees with one or more years of continuous service who are subject to layoff under conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as set forth above and the requirements of the applicable legislation.

- 14.02 Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall be given a period of training, with due consideration being given to the employee's previous educational background, during which they may perfect or acquire the skills necessitated by the newer method of operation. The employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six months.

ARTICLE 15 - JOB POSTING, PROMOTION AND TRANSFER

15.01 Where a vacancy exists, or where the Hospital creates a new position in the bargaining unit, such vacancy shall be posted for a period of seven (7) calendar days. Applications for such vacancies shall be made in writing within the seven (7) day period referenced herein.

Notwithstanding the above, the Hospital may fill at its own discretion vacancies caused by:

- a) illness
- b) accident;
- c) leave of absence not expected to exceed six (6) months and vacancies caused by maternity, parental and adoption leave;
- d) vacation;
- e) specific tasks not expected to exceed six (6) months.

In filling such temporary vacancies the Hospital shall consider employees who have expressed an interest, in writing, in filling such vacancies, on the basis of the selection criteria as set out in Article 15.06.

Employees in bargaining units at the Hospital represented by OPSEU selected to fill such temporary vacancies agree not to apply for other temporary positions while filling the temporary vacancy. Upon completion of the temporary vacancy, the bargaining unit employee will be returned to his former position. Such employees shall continue to accrue seniority while filling a temporary vacancy.

Employees newly hired to fill such temporary vacancy will not accrue seniority during the filling of such vacancy. If such employees successfully post into a permanent position within the bargaining unit, prior to the end of the non-posted vacancy, they will be credited with seniority from their last date of hire. The release or discharge of such employee at the completion of the temporary vacancy shall not be the subject of a grievance or arbitration.

15.02 Notices of vacancies referred to in 15.01 shall include, for informational purposes: department, classification, qualifications, and expected duration for temporary vacancies.

15.03 A list of posted vacancies and of the names of the successful applicants will be sent to the local President once per month.

15.04 The employer shall make every reasonable effort to fill vacancies within thirty (30) calendar days after the completion of the posting period.

15.05 The Hospital agrees to discuss with unsuccessful applicants ways in which they can improve for future postings, if requested.

- 15.06 In filling posted vacancies the selection shall be made based on skill, ability, experience, and relevant qualifications of the applicants. Where these factors are relatively equal, bargaining unit seniority shall be the governing factor.
- 15.07 In matters of promotion and staff transfer, a successful bargaining unit applicant shall be allowed a trial period of up to sixty (60) days worked or 450 hours for employees with other than standard work day, during which the Hospital will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned by the Hospital, to the position formerly occupied, without loss of seniority. Should the employee return or be returned to his former job, the filling of subsequent vacancies will be reversed.
- 15.08 An employee who is promoted to a higher rated classification within the bargaining unit will be placed in the range of the higher rated classification so that he shall receive no less an increase in wage rate than the equivalent of one step in the wage rate of his previous classification (provided that he does not exceed the wage rate of the classification to which he has been promoted).
- The employee's anniversary date shall be adjusted.
- 15.09 An employee selected as a result of a posted vacancy need not be considered for a further vacancy for a period of up to six (6) months from his date of selection.

ARTICLE 16 - LEAVES OF ABSENCE

NOTE: The provisions of Article 16, Leaves of Absence, apply to full-time and regular part-time employees but do not apply to casual part-time employees.

16.01 Unpaid Personal Leave of Absence

Written requests for a personal leave of absence without pay will be considered on an individual basis by the employee's Department Head or his designate. Such requests are to be submitted as far in advance as possible and a written reply will be given. Such leave shall not be unreasonably withheld.

16.02 Union Business Leave

a) Local Union Business Leave

The Hospital agrees to grant leaves of absence without pay to local executive members or stewards for the purpose of attending Union seminars and/or attending to Union business. The cumulative total leave

of absence will be determined locally, but shall not exceed forty (40) days per year per hospital. The amount of notice required and the number of employees who may be absent at any one time and from any one area shall be determined locally.

b) Union Position Leave - F.T

When an employee is elected as the Union's President or first Vice-President (Provincially) the Union will immediately following such election advise the employer of the name of the employee so elected. Leave of absence shall be granted from the employee's place of employment for the duration of the current term of office. The Union shall reimburse the Employer the amounts paid on behalf of the employee, including pay and benefits.

c) Where an individual of the bargaining units represented centrally by OPSEU is elected or appointed as an Executive Board Member, Executive Officer, member of the central negotiating committee, member of Medical Division Executive or as a Membership Development Trainee, such individual shall be granted leave of absence for the time off required to exercise the duties of such appointment. The notice requirements to obtain such time off shall be governed in accordance with the leave of absence policy and procedure of the affected Hospital. Such positions shall be limited to two (2) members from a Hospital with no more than one individual from within a section/division within a Department.

d) For leaves of absence without pay for Union business under the terms of this Agreement, including unpaid leave for members of the Central Negotiating Team, the employee's salary and applicable benefits will be maintained by the Hospital and the Union will reimburse the Hospital for the cost of salary and benefits. The Hospital will bill the Union and the Union will reimburse the Hospital within a reasonable period of time. In addition, there shall be no loss of seniority during such leaves of absence.

16.03 Bereavement Leave

Any employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for up to three (3) consecutive scheduled working days off without loss of regular pay from regularly scheduled hours within the seven (7) calendar day period commencing three (3) calendar days prior to the day of the funeral of a member of his immediate family.

Immediate family, for the purposes of this section, shall mean spouse, child, parent, sister, brother, mother-in-law, father-in-law, grandparent, grandchild,

brother-in-law, sister-in-law and grandparent of spouse. "Spouse" for the purposes of bereavement leave will include a partner of the same sex.

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

16.04 Jury and Witness Duty

If an employee is requested to serve as a juror in any court of law, or is required by subpoena to attend a court of law as a witness called on behalf of a third party, or is required to attend a coroner's inquest in connection with a case concerning the Hospital, the employee shall not lose regular pay because of necessary absence from work due to such attendance, and shall not be required to work on the day of such duty, provided that the employee:

- a) informs the Employer immediately upon being notified that the employee will be required to attend court or the coroner's inquest;
- b) presents proof of service requiring the employee's attendance; and
- c) promptly repays the Employer the amount (other than expenses) paid to the employee for such service as a juror or for attendance as such witness.

Applicable to Full-Time Employees

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

Applicable to Part-Time Employees

In addition to the foregoing, where a part-time employee is required by subpoena to attend a court of law or Coroner's Inquest, in connection with a case arising from the employee's duties at the Hospital, on his regularly scheduled day off, he shall receive regular pay as if he had been scheduled to work the day.

16.05 Maternity Leave

- a) Pregnancy/Parental Leave will be granted in accordance with the provisions of the E.S.A.
- b) Applicable to Full-Time and Regular Part-Time Employees

Effective on confirmation by the EIC of the appropriateness of the Hospital's Supplemental Employment Benefit (SUB), an employee who is on pregnancy leave as provided under this agreement and who is in receipt of Employment Insurance pregnancy benefits pursuant to Section 18 of the U.I. Act, 1971, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five per cent (75%) of her regular weekly earnings and the sum of her weekly Employment Insurance Benefits and any other earnings. Such payment shall commence following completion of the two week employment insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

16.06 Transfer of Pregnant Employees

Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the current contractual maternity leave provisions.

16.07 Adoption Leave

Adoption Leave shall be granted in accordance with the provisions of the ESA.

16.08 Education Leave

Where the Hospital directs and the employee agrees to take an educational course to upgrade or acquire new employment qualifications such employee shall not lose regular pay because of necessary absence from work due to participation in such course. The Hospital shall pay the full cost of such course in advance. The Employee may apply to the Hospital for a reasonable advance to cover additional costs associated with the course.

16.09 Pre-Paid Leave

(Effective Date: April 1, 1989)

a) Purpose

The Pre-Paid Leave Plan is a plan developed to afford employees the opportunity to take a one (1) year leave of absence, funded solely by the employee through the deferral of salary over a defined period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801 (as may be amended from time to time).

b) Application

Eligible employees must make written application to the Department Head, with a copy to the Director of Human Resources/Personnel, at least six (6) months prior to the intended commencement date of the salary deferral portion of the Pre-Paid Leave Plan. Such application will outline the reason the leave is being requested. Priority will be given to applicants intending to use the leave to pursue formal education related to their profession. As between two (2) or more candidates, from the same department, with the same intended purpose seniority shall govern. The employee will be informed of the disposition of his application as soon as it is reasonably possible after the closing date for applications.

- c) The total number of employees that may be accepted into the Pre-Paid Leave Plan in any one plan year as defined in Article 16.09 (1) and from any one department shall be seven (7) employees, (2 from Laboratories, 2 from Radiology, and 1 each from any 3 other departments). Where there are more applications than spaces allotted, seniority shall govern subject to 16.09 (b) above.

d) Nature of Final Agreement

Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Hospital, authorizing the Hospital to make the appropriate deductions from the employee's pay. The agreement will also include:

- a) A statement that the employee is entering the plan in accordance with Article 16.09 of the Collective Agreement.
- b) The period of salary deferral and the period for which the leave is requested.
- c) The manner in which the deferred salary is to be held.

The letter of application to enter the plan will be appended to, and form part of, the written agreement.

e) Deferral Plan

The deferral portion of the plan shall involve an employee spreading four (4) years salary over a five (5) year period, or such other schedule as may be mutually agreed upon between the employee and the Hospital. In the case of the four (4) years salary over a five (5) year schedule, during the four (4) years of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee. Such deferred salary will not be accessible to the employee until the year of the leave or upon the collapse of the plan. In the case of another mutually agreed upon deferral schedule, the percentage of salary deferred shall be adjusted appropriately.

f) The terms and conditions of the Pre-Paid Leave plan are as set out in the Memorandum of Agreement between the parties.

ARTICLE 17 - SICK LEAVE AND LONG TERM DISABILITY

NOTE: The provisions of Article 17, Sick Leave and Long Term Disability, apply to full-time employees only.

17.01 The Hospital shall provide a short-term sick leave plan at least equivalent to that described in the 1982 Hospitals of Ontario Disability Income Plan (HOODIP) brochure.

17.02 The Hospital will pay seventy-five percent (75%) of the billed premium towards coverage of eligible employees under the long term disability plan (HOODIP or equivalent); employees shall pay the balance of the billed premiums through payroll deduction.

17.03 The Hospital further agrees to pay employees an amount equal to any **loss** of benefits under HOODIP for the first two days of the fourth and subsequent period of absence in any calendar year.

17.04 Notwithstanding the provisions of the HOODIP plan and Article 17.03, employees with four or more years of service will be paid 90% of earnings from the first day of the third and subsequent period of absence in any calendar year.

- 17.05 Any dispute which may arise concerning an employee's entitlement to short-term or long-term benefits under HOODIP may be subject to grievance and arbitration under the provisions of this Agreement.
- 17.06 An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Worker's Compensation for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit the employee would receive from Workers' Compensation if the employee's claim was approved, or the benefit to which the employee would be entitled under the short term sick portion of the disability income plan (HOODIP or equivalent plan). Payment will be provided only if the employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by The Workers' Compensation Board. If the claim for Workers' Compensation is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.
- 17.07 Where an employee, with accumulated sick leave credits remaining, is prevented from working for the Hospital because of an occupational illness or accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Workers' Compensation Act the Hospital, on application from the employee, will supplement the award made by the Workers' Compensation Board for loss of wages to the employee by such amount that the award of the Workers' Compensation Board for loss of wages, together with the supplementation of the Hospital, will equal one hundred percent (100%) of the employee's net earnings to the limit of the employee's accumulated sick leave credits. Employees may utilize such sick leave credits while awaiting approval of a claim for Workers' Compensation.

17.08 Income Security Plan in the Event of Sickness

An employee having completed the qualifying period of three (3) months will be protected in the event of sickness by a Short Term Protection Plan of seventeen (17) weeks. If the disability continues, the employee is entitled to a Long Term Disability Protection subject to the terms and conditions of the Plan.

Part A - Short Term Protection (17 weeks)

LENGTH OF SERVICE	COVERAGE
Less than 2 years	10 working days at 100% 75 working days at 72 2/3%

LENGTH OF SERVICE	COVERAGE
2 - 3 years	20 working days at 100% 65 working days at 72 2/3%
3 - 4 years	30 working days at 100% 55 working days at 72 2/3%
4 - 5 years	40 working days at 100% 45 working days at 72 2/3%
5 - 6 years	50 working days at 100% 35 working days at 72 2/3%
6 - 7 years	60 working days at 100% 25 working days at 72 2/3%
7 - 8 years	70 working days at 100% 15 working days at 72 2/3%
8 - 9 years	80 working days at 100% 5 working days at 72 2/3%
9 years +	85 working days at 100%

Part B - Long Term Disability Protection

The salary paid to the employee who qualifies under the L.T.D. plan will be 66 2/3% of his wages.

17.09a) The Hospital reserves the right to require a medical certificate for three (3) days or more of absence.

b) Suspected Abuse

- i) In the event of suspected abuse of the Income Security Plan, the Employer may require an employee to provide a medical certificate for any subsequent illness, provided that the employee is informed in advance of the requirement. The requirement to provide a medical certificate shall be reviewed on a quarterly basis (3 months).
- ii) In the event of suspected abuse, the employer may require the employee to be examined by a specialist of the employer's choice. Where the employer requires such examination, it will assume the cost of such examination.
- iii) To be entitled to utilize the short term protection an employee must inform the employer of his/her illness at least one (1) hour before the regular starting time on day shift and two (2) hours before the starting time on the evening or the night shift.

c) Innocent Absenteeism

- i) The Hospital has the right to monitor innocent absenteeism and has an obligation to bring that information to the employee's attention when his innocent absenteeism causes concern to the Hospital. The Hospital must offer the employee assistance.
- ii) The Hospital may request an employee to provide a medical certificate for any subsequent illness, provided that the employee is informed of the requirement. The requirement to provide a certificate will be reviewed on a quarterly basis (3 months). In the event the employee has not used any leave for a review period, the employee shall only be required to provide a medical certificate in accordance with 17.09 (a) of the Agreement.
- iii) It is clearly understood that the letters relating to innocent absenteeism are not disciplinary but rather administrative in nature and as such, cannot form the basis of any disciplinary action.
- iv) The employer may require the employee to be examined by a specialist of the employer's choice. Where the employer requires such examination, it will assume the cost of such examination.

ARTICLE 18 - HOURS OF WORK & OVERTIME

18.01a) Applicable to Full-Time Employees

The normal or standard work week shall be an average of seventy-five (75) hours per pay period, with a normal work day of either seven and one-half (7 ½) hours or eleven and a quarter (11.25) hours.

b) Applicable to Part-Time Employees

The normal or standard work day shall be seven and one-half (7 ½) hours per day and the normal or standard full-time work week shall be an average of thirty-seven and one-half (37 %) hours per week except in those Hospitals where agreements already provide a normal or standard work day of less than seven and one-half (7 ½) hours and a normal or standard full-time work week of less than thirty-seven and one-half (37%) hours. (Those Hospitals with the lesser required hours shall reflect in the salary rates a pro rata lesser amount compared with salaries for other Hospitals based on the ratio that the standard or normal hours of work at the Hospital concerned are to thirty-seven and one-half (37% hours).

Part-time employees shall be entitled to overtime pay at the rate of time and one-half their regular straight time hourly rate for all hours worked in excess of the

normal or standard work day or in excess of the normal of standard full-time work week.

- c) Where the Hospital and the Union agree, subject to the approval of the Ministry of Labour, other arrangements regarding hours of work may be entered into between parties on a local level with respect to hours beyond the normal or standard work day in accordance with the provisions set out in Article 28.05 of the collective agreement.

18.02 Rest Periods

Employees shall be entitled, subject to the exigencies of patient care, to relief periods during the shift on the basis of fifteen (15) minutes for each four (4) hour period of work. It is understood that such relief periods will not be in conjunction with the start or end of a shift unless approved by the employee's manager.

18.03 Overtime

Overtime shall be defined as being all hours worked in excess of the normal scheduled work day, or in excess of seventy-five (75) hours per pay period. The overtime rate shall be one and one-half (1 ½) times the regular straight time hourly rate of pay. Overtime shall not be claimed nor paid where it results from:

- a) an exchange of shift with another employee;
- b) an employee's request to work weekends;
- c) the normal or standard workday or work week being other than as set out in 18.01 a);
- d) a change over to daylight saving time from standard time or vice-versa.

18.04 Overtime Accumulation

NOTE: This article is not applicable to casual part-time (on call) employees.

Lieu time off for overtime worked (other than overtime hours related to paid holidays) shall be scheduled at a mutually agreeable time by the employee and her manager. Employees may accumulate in reserve up to 37.5 hours in time owing. All time in excess of this amount will be paid out if not taken as per above.

18.05 a) Applicable to Full-Time Employees

If an employee is authorized to work, during the lunch break, due to the requirements of patient care, he will be paid time and one-half (1 ½) his regular straight time hourly rate for all time worked in excess of his normal daily hours.

b) Applicable to Part-Time Employees

If an employee is authorized to work, during the lunch break, due to the requirements of patient care, he will be paid his regular straight time hourly rate for all hours worked. Notwithstanding this provision, he will be paid time and one-half (1 ½) his regular straight time hourly rate for all time worked in excess of the normal or standard work day.

18.06 An employee who continues to work more than two (2) hours of overtime immediately following his scheduled hours of work, shall be provided with a meal voucher valued at a maximum of four dollars (\$4.00), or four dollars (\$4.00) if the Hospital is unable to provide a meal voucher.

18.07 Failure to provide twenty (20) hours between the commencement of an employee's scheduled shift and the commencement of such employee's next scheduled shift shall result in payment of one and one-half (1 ½) times the employee's regular straight time hourly rate for only those hours which reduce the twenty (20) hour period, save and except in Pharmacy where the period shall be 19 ½ hours between the commencement of a scheduled shift and the next scheduled shift.

Where the twenty (20) hour period is reduced as a result of an approved change of shift(s) requested by the employee(s), such premium payment shall not apply.

The parties agree that Article 18.07 does not apply to casual part-time and regular part-time employees who elect to accept additional shifts offered to them on a voluntary basis.

18.08 Innovative/Flexible Scheduling

Where the Hospital and the Union agree, arrangements regarding Innovative Scheduling/Flexible Scheduling may be entered into between the parties on a local level. The model agreement with respect to such scheduling arrangements is appended to the Collective Agreement as Appendix A.

18.09 Extended Tours

Where the Hospital and the Union agree, subject to the approval of the Ministry of Labour, other arrangements regarding hours of work may be entered into between parties on a local level with respect to tours beyond the normal or standard work day. The model agreement with respect to extended tour arrangements is appended to the Collective Agreement as Appendix B.

18.10 Job Sharing

(Any job sharing agreement will encompass all of the following principles.)

Job sharing is defined as an arrangement whereby two employees share the hours of work of one full-time position on a 50/50 basis. Subject to the provisions of Article 13, the position involved in the job sharing arrangement will be maintained as a full-time position in the Hospital's staffing complement.

Where the Hospital and Union agree to a job sharing arrangement, the introduction and discontinuance of such job sharing arrangement will be determined locally. In preparing discontinuance language, the parties shall make provisions for a full-time employee who has transferred to a regular part-time position as part of a job sharing arrangement to have the first option of returning to that full-time position on the collapse of the arrangement.

The employees involved in a job sharing arrangement will be classified as regular part-time and will be covered by the provisions of the applicable Collective Agreement.

A full-time employee who transfers to a regular part-time position under the job sharing arrangement, or subsequently returns to a full-time position immediately upon the discontinuance of a job sharing arrangement will, for the purposes of this arrangement, transfer service based on one (1) year of full-time service equalling 1650 hours worked. (Those Hospital contracts with lesser hourly requirements shall continue.)

The parties agree to meet to develop a model agreement to be used locally for job sharing.

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

ARTICLE 19 - STANDBY

19.01 An employee required to standby or remain available for call-back duty on other than regular scheduled hours shall be paid at the rate of two dollars and fifty cents (\$2.50) per hour of standby time. Hours worked for call-back shall be deducted from hours for which the employee receives standby pay. However, an employee shall be entitled to a minimum of five dollars (\$5.00) for each eight hour period on standby even if called back to work.

19.02 As far as possible, no employee shall be required to be on standby for two (2) or more succeeding weekends.

19.03 Stand-by schedules are to be posted two (2) weeks in advance.

ARTICLE 20 - CALL BACK

NOTE: Article 20.01 applicable to Full-Time and Regular Part-Time Employees ONLY.

20.01 An employee who is called to work after leaving the Hospital premises and outside of his regular scheduled hours, shall be paid a minimum of no less than three (3) hours pay at time and one-half (1 ½) his regular straight time hourly rate for work performed on each call-in. In the event that such three (3) hour period overlaps and extends into his regular shift he will receive the three (3) hour guarantee payment at time and one-half (1 ½) and his regular hourly rate for the remaining hours of his regular shift. The reference to leaving the Hospital premises referred to above will not be applicable where an employee remains in the Hospital on standby arrangement with the Hospital.

NOTE: For Part-Time Employees

For purposes of clarification, Article 20.01 does not apply to prescheduled hours of work. Article 20.01 does not apply where the employee elects to work additional unscheduled hours made available by the Hospital.

20.02 Bell-boys will be provided by the hospital at no cost to an employee required to standby or remain available for call back duty on other than regularly scheduled hours.

ARTICLE 21 - SHIFT PREMIUM

21.01 Employees shall be paid a shift premium of one dollar (\$1.00) per hour for each hour worked of the evening shift, and one dollar and twenty-five cents (\$1.25) per hour for each hour worked on the night shift. Shift premium will not form part of the employee's straight time hourly rate.

21.02 Effective April 1, 1993, an employee shall be paid a weekend premium of one dollar and thirty-five cents (\$1.35) per hour for each hour worked between 2400 hours Friday to 2400 hours Sunday or such other 48 hour period that the Hospital may establish. If an employee is in receipt of premium payment pursuant to a local scheduling regulation with respect to consecutive weekends worked, he will not receive weekend premium under this provision.

ARTICLE 22 - TRANSPORTATION ALLOWANCE

22.01 When an employee is required to travel to the Hospital or to return to his home as a result of reporting to or off work when on call back duty or at any time while on standby, the Hospital will pay transportation costs either by taxi or by his own vehicle at the rate of twenty-two cents (\$0.22) per kilometre to a maximum of fifteen dollars (\$15.00) or such greater amount as the Hospital may in its

discretion determine for each trip. The employee will provide to the Hospital satisfactory proof of payment of such taxi fare.

ARTICLE 23 - RESPONSIBILITY PAY

- 23.01 Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying classification in or out of the bargaining unit, for one full shift or more, he shall be paid a premium equal to the greater of his next or last increment in his salary range for the duration of the assignment.
- 23.02 When the employer designates an employee as being in charge of a shift, such appointment shall be made amongst employees who have volunteered for such assignment, and are qualified to perform the required duties.

ARTICLE 24 - NO PYRAMIDING

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

ARTICLE 25 - PAID HOLIDAYS

25.01a) Applicable to Full-Time Employees

The collective agreement shall provide twelve (12) paid holidays with appropriate payment to all employees who have completed twenty (20) days with the employer, provided that he fulfills the qualifying conditions, if any, set out in the respective collective agreements. It is understood that the list of paid holidays may include a combination of designated and non-designated days such as float days, anniversary days, and birthdays.

b) Applicable to Part-Time Employees

The collective agreements shall list twelve (12) holidays for purposes of payment for work performed on such holidays.

The following shall be recognized as paid holidays (12):

New Year's Day
 Heritage Day (2nd Monday
 of February)
 Good Friday
 Easter Monday
 Victoria Day
 Canada Day
 Civic Holiday
 Labour Day
 Thanksgiving Day
 Remembrance Day
 Christmas Day
 Boxing Day

25.02a) Applicable to Full-Time Employees

An employee required to work on any of the designated holidays listed in the collective agreement shall be paid at the rate of time and one-half (1 ½) his regular straight time rate of pay for all hours worked on such holiday, subject to Article 25.03. In addition, he will receive a lieu day off with pay in the amount of his regular straight time hourly rate of pay times seven and one-half (7 ½) hours, except in those hospitals which have a standard work day of less than seven and one-half (7 ½) hours in which case holiday pay will be based on the standard daily hours in that hospital. The scheduling of lieu days shall be determined locally and shall be set out in the Appendix of Local Provisions.

b) Applicable to Part-Time Employees

An employee required to work on any of the designated holidays listed in the collective agreement shall be paid at the rate of time and one-half (1 ½) his regular straight time rate of pay for all hours worked on such holiday, subject to Article 25.03.

25.03 Where the employee is required to work on a paid holiday for which he is paid at the rate of time and one-half (1 ½) his regular straight time hourly rate and is required to work additional hours following the full shift on that day (but not including hours on a subsequent regularly scheduled tour for such employee) he shall receive two (2) times his regular straight time hourly rate for such additional hours worked.

ARTICLE 26 - VACATIONS

26.01a) Applicable to Full-Time Employees

Registered Technologist and higher classifications who have completed less than one (1) year of continuous service shall be entitled to a vacation on the basis of 1.25 days per month for each completed month of service with pay in the amount of 6% of gross earnings.

Registered Technologist and higher classifications shall receive three (3) weeks vacation after one (1) year of continuous service, and four **(4)** weeks vacation after three (3) years of continuous service.

Employees below the Registered Technologist classification who have completed less than one (1) year of continuous service shall be entitled to a vacation on the basis of .83 days per month for each completed month of service with pay in the amount of 4% of gross earnings.

Employees below Registered Technologist shall receive two (2) weeks vacation after one (1) year of continuous service, three (3) weeks vacation after two (2) years of continuous service and four **(4)** weeks vacation after eight (8) years of continuous service.

All employees shall receive five (5) weeks vacation after seventeen (17) years of continuous service.

Effective in the vacation year where the date for determining vacation entitlement in the individual hospital falls on or after April 1, 1989, all employees shall receive five (5) weeks vacation after fifteen (15) years of continuous service and six (6) weeks vacation after twenty-five (25) years of continuous service.

26.01b) Applicable to Regular Part-Time Employees

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

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

Notwithstanding this provision, the calculation of service for purposes of vacation entitlement will include service accrued during a pregnancy leave or parental leave on the basis of seniority accrual during such leaves in accordance with Article 12.03 (b) of the agreement.

NOTE: Article 26.02 is not applicable to Part-Time Employees

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

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

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

26.03 Should an employee terminate with less than two weeks notice of termination, the vacation pay requirements of the Employment Standards Act will apply.

ARTICLE 27 - HEALTH AND WELFARE BENEFITS

NOTE: The provisions of Article 27.01 to 27.06 with respect to Health and Welfare Benefits apply to Full-Time Employees ONLY.

27.01 Semi-private Hospital Insurance

The Hospital agrees to pay seventy-five percent (75%) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross Semi-private Plan or comparable coverage with another carrier.

27.02 Extended Health Care

The Hospital shall contribute on behalf of each eligible employee seventy-five percent (75%) of the billed premium under the Extended Health Care Plan (Blue Cross \$15-25 deductible plan including hearing aids with a maximum of \$300.00 per person and vision care with a maximum of \$90.00 every 24 months per person, or its equivalent) provided the balance of the monthly premium is paid by employees through payroll deduction. Any Hospital currently paying more than 75% of the premium shall continue to do so. The drug formulary shall be as defined by Liberty Health Formulary Three.

27.03 Dental

The Hospital shall implement a Blue Cross Plan #9 (or its equivalent) based on current ODA fee schedule effective as soon as possible following the date of the award when enrolment requirements have been satisfied. The Hospital shall pay

seventy-five percent (75%) of the monthly premium rates on behalf of active employees, the balance being paid by participating employees through payroll deduction. Employees will be enrolled in the existing Plan in accordance with the terms and conditions of the Plan. The Plan shall provide for recall oral examinations to be covered once every 9 months.

27.04 Pension Plan

All present employees enrolled in the Hospital's Pension Plan shall maintain their enrolment in the plan subject to its terms and conditions. New employees and employees not yet eligible for membership in the plan, shall, as a condition of employment, enroll in the plan when eligible in accordance with its terms and conditions.

27.05 Group Life Insurance

Effective the first of the month following the date of the award agreements that provide for HOOGLIP or other equivalent group life insurance plans shall have a Hospital contribution of one hundred percent (100%) toward the monthly premium of HOOGLIP or other equivalent group life insurance plan in effect for eligible full-time employees in the active employ of the Hospital on the eligibility conditions set out in the existing Agreements.

27.06 Change of Carrier

It is understood that the Employer may at any time substitute another carrier for any Plan (other than OHIP) provided the benefits are equivalent and are neither reduced or increased. The Employer shall provide to the Union full specifications of the benefit programs contracted for before implementation of any change.

27.07 Divisible Surplus

The parties agree that any surplus, credits, refunds or reimbursements excluding sick leave and/or pension credits, under whatever name accrue to and for the benefit of the Hospital.

27.08 Part-Time Benefits

A part-time employee shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or in part by the hospitals, as part of direct compensation or otherwise, including holiday pay, save and except salary, vacation pay, standby pay, call-in pay, responsibility pay, jury and witness duty, bereavement leave, and pregnancy and parental supplemental employment insurance benefits) an amount equal to fourteen percent (14%) of his regular straight time hourly rate for all straight time hours paid. For part-time employees

who are members of the Hospital's pension plan the percentage in lieu of fringe benefits is twelve percent (12%).

ARTICLE 28 - MISCELLANEOUS

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

28.02 Hepatitis B Vaccine

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

28.03 Professional Responsibility

Where an employee, or group of employees, covered by this agreement and governed by an Ontario College under the Health Disciplines Act, have cause to believe that they are being asked to perform more work than is consistent with proper patient care it is agreed by the parties that such workload problems may be discussed by the local Labour Management Committee. Such complaint must be filed in writing within fifteen (15) calendar days of the alleged improper assignment.

28.04 Contracting Out

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

28.05 The word employ or employees whenever used in this agreement shall mean only the employees in the bargaining unit defined in the recognition clause under Article ■ unless the context otherwise provides.

28.06 Work of the Bargaining Unit

Supervisors or Managers excluded from the bargaining unit shall not perform duties normally performed by members in the bargaining unit which shall directly cause or result in the layoff, loss of seniority or service or reduction in benefits to members in the bargaining unit.

28.07 Electroencephalograph technologists required to perform evening and night duties (all night sleep recording) be notified 24 hours ahead of time except for emergency cases.

28.08 Translation and Printing of Collective Agreement

The parties agree that they will share equally the cost of translation and printing of the collective agreement. The parties will determine where the printing will be done and the number of copies to be printed.

Both the French and English texts of this agreement shall be considered the official texts. Where a dispute involving the interpretation of a provision of the collective agreement arises, the parties will refer to the text arrived at by the parties in the course of collective bargaining.

28.10 Modified Work

Where the Hospital and the Union agree, the Hospital may implement modified/rehabilitative work programs in order to assist employees returning to work following illness or injury. To facilitate these programs, it is understood and agreed that provisions of the collective agreement may, where agreed, be varied. The specific terms of the program will be signed by the Hospital and the Union.

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

ARTICLE 29 - COMPENSATION

29.01 New or Changed Classifications

When a new classification in the bargaining unit is established by the Hospital, or the Hospital makes a substantial change in the job content of an existing classification, the Hospital shall advise the Union of such new or substantially changed classification and the rate of pay which is established. If so requested within thirty (30) calendar days of such advice, the Hospital agrees to meet with the Union to permit the Union to make representations with respect to the appropriate rate of pay, providing any such meetings shall not delay the implementation of the new or substantially changed classification. Where the Union challenges the rate established by the Hospital and the matter is not resolved following the meeting with the Union, the matter may be referred to arbitration in accordance with the arbitration provisions contained in this collective agreement, it being understood that any arbitration board shall be limited to establishing an appropriate rate based on the relationship existing among other classifications within the Hospitals (which are covered by the

O'Shea award) and the duties and responsibilities involved. It is further understood and agreed that when determining the appropriate rate, primacy must be given to the relationship between job classifications covered by this collective agreement and that such relativity must be maintained. Each change in the rate established by the Hospital either through meetings with the Union or by a Board of Arbitration shall be retroactive from the time at which the new or substantially changed classification was first filled.

29.02 Credit for Previous Experience

Claim for recent related experience, if any, shall be made in writing by the employee at the time of hiring on the application for employment form or otherwise. The employee shall cooperate with the Hospital by providing verification of previous experience. The Hospital will credit the employee with one increment on the salary scale for every two years of recent, related, full-time hospital experience, as determined by the Hospital, to a maximum of two increment levels below the maximum of the salary scale.

For the purposes of this clause, as it applies to part-time employees, part-time experience will be calculated on the basis of 1650 hours worked equalling one year of experience.

NOTE: Where existing collective agreements have provisions for recent related experience credit superior to the above provisions, such provisions shall continue to be in effect.

29.03 Effective April 1, 1991, part-time employees will accumulate service for purposes of progression on the salary grid, on the basis on one year of service for each 1650 hours worked.

29.04 Compensation Make-Up Pay

An employee who is as a result of a lost time accident or compensatory illness suffered in the Hospital's employ, entitled to receive compensation under the Worker's Compensation Act may apply his short term protection to supplement the compensation received from the Compensation Board so that the amount of compensation received by the employee when added to the supplementation by the Hospital through use of his short term protection will equal 100% of the employee's net regular earnings.

ARTICLE 30 - SUPERIOR BENEFITS

30.01 Unless existing benefits, rights, privileges, practices, terms or conditions of employment which may be considered to be superior to those contained herein



are specifically retained by this Agreement, they shall be deemed not to continue in effect.

ARTICLE 31 - DURATION AND RENEWAL

31.01 This Agreement shall continue in effect until the 31st day of March 1999 and shall continue automatically thereafter for annual periods of one year each, unless either party notifies the other in writing that it intends to amend or terminate this Agreement in accordance with the following:

31.02 In the event the parties to this Agreement do not agree to negotiate for its renewal through the process of central bargaining, either party may notify the other within the period from ninety (90) days to sixty (60) days preceding the expiry date of this Agreement that it desires to amend or terminate this Agreement. If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiations within thirty (30) days after the giving of notice, if so requested.

It is further understood that the central negotiating committees will meet in the sixth month prior to the termination of this Agreement to convey the attentions of their principals as to participation in central negotiations, if any, and to determine the conditions for such central bargaining.

Proposals on central issues shall be exchanged by the central negotiating committees on a date set out in the Memorandum of Conditions for Joint Bargaining. Negotiations in central matters shall take place during the period commencing 90 days prior to the termination of this Agreement.

Dated at Ottawa this _____ day of _____, 19____.

FOR THE HOSPITAL

FOR THE UNION

APPENDIX "A"**MODEL AGREEMENT WITH RESPECT TO
INNOVATIVE SCHEDULING/FLEXIBLE SCHEDULING****MEMORANDUM OF AGREEMENT**

Between: The Hospital

And: The Ontario Public Service Employees Union
(and its Local)

This Model Agreement shall be part of the Collective Agreement between the parties herein, and shall apply to the employees described in Article 1 of the Model Agreement.

Article 1 - Work Unit and Employees Covered

(Detailed and specific description of department and employees covered.)

Article 2 - Hours of Work

(Scheduling arrangement to be set out in this Article.)

Article 3 - Agreed Variation from the Collective Agreement

(Collective Agreement provisions to be varied.)

Article 4 - Rest Periods

4.01 a) Employees shall be entitled, subject to the exigencies of patient care, to relief periods during the shift on the basis of 15 minutes for each 3.75 hours worked.

Article 5 - Meal Periods

5.01 (The length of the meal period to be determined locally.)

Article 6 - Local Provisions

(Local provisions related to these scheduling arrangements are to be set out in this Article and numbered in sequence.)

APPENDIX “B”

MODEL AGREEMENT WITH RESPECT TO EXTENDED TOUR ARRANGEMENTS

MEMORANDUM OF AGREEMENT

Between: The Hospital

And: The Ontario Public Service Employees Union
(and its Local)

The Model Agreement shall be part of the Collective Agreement between the parties herein, and shall apply to the employees described in Article 1 of the Model Agreement.

Article 1 - Work Unit and Employees Covered

(Detailed and specific description of department and employees covered.)

Article 2 - Hours of Work

- 2.1 The normal or standard extended work day shall be ____ hours per day.
- 2.2 (Detailed description with an attached schedule where appropriate.)
- 2.3 Failure to provide (____) hours between the commencement of an employee's scheduled shift and the commencement of such employee's next scheduled shift shall result in payment of one and one-half (1 ½) times the employee's regular straight time hourly rate for only those hours which reduce the (____) hour period.

Where the (____) hour period is reduced as a result of an approved change of shift(s) requested by the employee(s), such premium payment shall not apply

Article 3 - Overtime

- 3.01 Overtime shall be defined as being all hours worked in excess of the normal or standard extended work day, as set out in Article 2.1 of the Model Agreement or in excess of the normal or standard work week as set out in Article 18.01 of the Collective Agreement.
- 3.01 For the purposes of overtime, the hours of work per week shall be averaged over ____ weeks.

Article 4 - Rest Periods

- 4.01 Employees shall be entitled, subject to the exigencies of patient care, to relief periods during the shift on the basis of 15 minutes for each 3.75 hours worked.

Article 5 - Meal Periods

- 5.01 (The length of the meal period to be determined locally.)

Article 6 - Sick Leave and Long-Term Disability

(Applicable to Full-time Employees Only)

- 6.01 The short-term sick leave plan will provide payment for the number of hours of absence according to the scheduled tour to a total of 637.50 hours. (All other provisions of the existing plan shall apply mutatis mutandis.)

Article 7 - Paid Holidays

(Applicable to Full-Time Employees Only)

- 7.01 Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times the number of hours for a normal or standard work day as set out in Article 18.01 a).
- 7.02 An employee required to work on any of the designated holidays listed in the Collective Agreement shall be paid at the rate of time and one-half ($1\frac{1}{2}$) his regular straight time rate of pay for all hours worked on such holiday, subject to Article 25.03. In addition, he will receive a lieu day off with pay in the amount of his regular straight time hourly rate of pay times seven and one-half ($7\frac{1}{2}$) hours, except in those hospitals which have a standard work day of less than seven and one-half ($7\frac{1}{2}$) hours in which case holiday pay will be based on the standard daily hours in that hospital.

Article 8 - Vacation

(Applicable to Full-Time Only)

- 8.01 Vacation entitlement as set out in Article 26.01 a) will be converted to hours on the basis of the employee's normal work week.

(Applicable to Part-Time Only)

- 8.02 As set out in Article 26.01 b) of the Collective Agreement.

Article 9 - Local Provisions

(Local provisions related to extended tours are to be set out in this Article and numbered in sequence.)

Term

This Agreement shall be (Specify Term).

Either party may, on written notice of (days, week) to the other party, terminate this Agreement notwithstanding the above specified term.

Dated this _____ day of _____, 19____.

FOR THE HOSPITAL

FOR THE UNION

DATED THIS _____ day of _____, 19____.

FOR THE HOSPITAL

FOR THE UNION

APPENDIX "D"

VACATIONS

- D-1 For the purpose of calculating vacation eligibility and vacation pay, the vacation year shall be deemed to run from May 1 of any year to April 30 of the succeeding year.

- D-2 To ensure all bargaining unit employees have an opportunity to take vacation up to a maximum of two (2) weeks during the prime vacation period extending from June 15 to September 15 of each year, there shall be a rotating vacation listing established, which dates shall be finally determined by the employer, having due concern to the proper operation of the Hospital. These schedules shall not be changed without the employer advising the affected employee at least two (2) weeks prior to the scheduled holiday time. In the case of extenuating circumstances the employer reserves the right to alter an employee's vacation at any time.

- D-3 Within prime time, the first two (2) weeks are chosen by the most senior employee first and so on to the least senior employee. Other weeks in prime time will be chosen starting with the least senior employee ending with the most senior employee.

Vacation requests outside of prime time shall be on a first come, first served basis.

Requests for vacation in prime time may be indicated on a master schedule by April 30th. The approved vacation schedule shall be posted by June 1st.

- D-4 When a paid designated holiday, as defined in this Agreement, falls within an employee's vacation period, an extra day shall be added to the employee's vacation or may be taken as time off at some other mutually agreed time.

- D-5 Vacation credits shall accumulate pro rata for each month of service.

- D-6 An employee who leaves the employ of the Employer prior to having taken all of the vacation which he has earned shall receive payment for all unused vacation credits in cash upon termination.

- D-7 It is understood and agreed that vacation weeks are not necessarily consecutive; however the Employer will endeavour to accommodate the wishes of the employees with respect to the choice of vacation dates, subject to the right of the Employer to operate the Hospital in an efficient manner. By mutual consent the employee may carry over to the next year not more than two (2) weeks vacation credits.

- D-8 Upon receipt of a written request from the employee to the pay office one month prior to the date when leaving on vacation, a maximum of two weeks earned vacation will be paid on his last regular pay day (Friday) preceding his vacation.

APPENDIX “E”**MODEL AGREEMENT WITH RESPECT TO
JOB SHARING****MEMORANDUM OF AGREEMENT**

Between: The Hospital

And: The Ontario Public Service Employees Union
(and its Local)

This Model Agreement shall be part of the Collective Agreement between the parties herein, and shall apply to the employees described in Article 1 of the Model Agreement.

Article 1 - Work Unit and Employees Covered

(Detailed and specific description of department and employees covered.)

Article 2 - Hours of Work

(Scheduling and coverage arrangements to be set out in this Article.)

Article 3 - Status of Employees

The employees involved in a job sharing arrangement will be classified as regular part-time and will be covered by the provisions of the applicable Collective Agreement.

Article 4 - Introduction

(Introduction provisions to be set out in this Article.)

Article 5 - Discontinuance

(Discontinuance provisions to be set out in this Article. In preparing discontinuance language, the parties shall make provisions for a full-time employee who has transferred to a regular part-time position as part of a job sharing arrangement to have the first option of returning to that full-time position on the collapse of the arrangement.)

Dated this day of 19 .

FOR THE HOSPITAL

FOR THE UNION

DATED THIS _____ day of _____, 19____ .

FOR THE HOSPITAL

FOR THE UNION

LETTER OF UNDERSTANDING

The parties agree that the maximum two (2) weeks vacation time provided by paragraph 2 of Appendix "D" of the Collective Agreement may be extended **by** the employer in circumstances where such extension does not come into conflict with the prior vacation request of employees on the rotating vacation listing.

Signed at Ottawa, ____ day of _____, 19____.

FOR THE HOSPITAL

FOR THE UNION

LETTER OF INTENT

STANDBY/CALL BACK

It is the Hospital's intent to maintain its current practice in reference to employees on standby and called back to work during the night whereby such employees may elect, after having worked past midnight, to apply time owing to cover the first hours of their next regular scheduled day shift.

In areas where the practice is that employees on standby and called back to work during the night can reschedule the start time of their next day shift, the Hospital will maintain such practice.

Signed at Ottawa, ____day of _____, 19____.

FOR THE HOSPITAL

FOR THE UNION

LETTER OF INTENT

I PAY EQUITY

Recognizing that the Participating Hospitals and Local Unions have developed, or are developing, their individual pay equity plans, the Central Parties confirm the inter-relationship of the negotiated wage rates with those plans as follows:

- i) a pay equity adjustment will not result in the maximum rate for a classification exceeding the rate for that classification's comparator;
- ii) a negotiated increase in pay may result in the maximum rate for a classification exceeding the rate for that classification's comparator.

Signed at Ottawa, ____ day of _____, 19____.

FOR THE HOSPITAL

FOR THE UNION

LETTER OF INTENT**RE: DISTRIBUTION OF ADDITIONAL HOURS**

Part-time employees who wish to be considered for available hours of work in addition to the posted work schedule shall indicate so in writing to their Manager on a periodical basis as stipulated by the Hospital. The Hospital shall endeavour to assign such hours as equitably **as** possible among part-time employees provided the employees are available and are qualified to perform the work.

It **is** understood that the Hospital shall not be required to assign any hours which may result in overtime premium pay.

Signed at Ottawa, ____ day of _____, 19__.

FOR THE HOSPITAL

FOR THE UNION

LETTER OF INTENT**RE: .TERM DISABILITY**

The Hospital hereby indicates its intent to maintain the short-term disability plan in its current form, as described at articles 17.08 and 17.09 of the collective agreement.

Should the Hospital intend to apply the provisions of articles 17.03 and 17.04 of the collective agreement it shall provide the Union with 60 days written notice of such intent.

Signed at Ottawa, ____day of _____, 19__.

FOR THE HOSPITAL

FOR THE UNION

LETTER | A | MEI

PAYMENT OF WAGES

The parties hereby agree to the following;

The Employer shall pay its employees every two weeks by cheque or direct bank deposit and the following information shall be supplied: date of pay period, deductions made, number of working hours both regular and overtime.

Any omission of \$50.00 or more on an employee's pay cheque due to an error on the part of the Employer shall be paid to the employee within 24 hours of the time of issuance of the regular pay cheque.

Any omission lesser than \$50.00 will be included on the employee's subsequent pay cheque.

DATED THIS _____ day of _____, 19____.

FOR THE HOSPITAL

FOR THE UNION

LETTER OF AGREEMENT

The parties agree that the Pay Equity Plan applicable to members of the bargaining unit subject to the Certificate issued by the Ontario Labour Relations Board on May 5, 1997 will be maintained, subject to any changes to the Pay Equity Act. The parties agree that the afore-mentioned Certificate does not constitute a material change requiring review, or amendments to, the Pay Equity Plan prepared by the Employer.

Signed at Ottawa, ____ day of _____, 19__.

FOR THE HOSPITAL

FOR THE UNION

LETTER OF AGREEMENT

The parties agree that for the life of this collective agreement, permanent full-time employees subject to the Certificate issued by the Ontario Labour Relations Board on May 5, 1997 whose current vacation accrual rate is greater than that provided by the provisions of article 26 of the collective agreement shall maintain their current vacation accrual rate until such time as they become eligible for an increase in vacation entitlement pursuant to the provisions of article 26 of the collective agreement.

This agreement is entered into without precedent or prejudice and expires on March 31, 1999.

SIGNED this day of , 199

FOR THE HOSPITAL

FOR THE UNION

[illegible][illegible]

LETTER OF AGREEMENT

The parties hereby agree that the following employees will maintain their eligibility for benefits as regular part-time employees (.9 FTE with benefits) until such time as their current position becomes vacant. It is further agreed that such eligibility is without precedent or prejudice.

NAME	TITLE	DEPARTMENT
Mary Lu Sample	Infection Control Coordinator	Infection Control
Mel B	Occupational Therapist	Occupational Therapy
Joanie Conrad	Occupational Therapist	Occupational Therapy
Gina Doré	Senior Therapist	Occupational Therapy
Hélène Grondines	Occupational Therapist	Occupational Therapy
Catherine Sénécal	Occupational Therapist	Occupational Therapy
É Leduc	Recreation Therapist	Recreation Therapy

SIGNED this day of , 199

FOR THE HOSPITAL

FOR THE UNION

LETTER OF AGREEMENT

The parties hereby agree that the following employees' salaries will be red-circled until such time as the maximum rate of their job classification pay scale reaches their current rate of pay. At that time they will be placed at the maximum rate of their classification's pay scale. This Agreement is entered into without precedent or prejudice.

NAME	JOB TITLE	DEPARTMENT
Leo De Kryger	Technician IV	Biomedical Engineering
Richard Ciavaglia	Data Analyst	Utilization Review
William M. MacLean	Registered Pharmacist	Pharmacy
Judith D. Fox	Physiotherapist	Physiotherapy
Marianne Thornton	Physiotherapist	Physiotherapy
Sally Davis	Physiotherapist	Physiotherapy
Catherine L. Senecal	Occupational Therapist	Occupational Therapy
Marianne Rivington	Physiotherapist	Feldenkrais Clinic

SIGNED this day of , 199

FOR THE HOSPITAL

FOR THE UNION

LETTER OF AGREEMENT

The parties hereby agree that the following employees have received notice of elimination of their respective positions prior to the Certificate being issued by the Ontario Labour Relations Board on May 5, 1997.

The parties therefore agree that Mr. Harry Hopkins was properly reclassified from Assistant-Director, Pharmacy to the position of Clinical Pharmacy Specialist and that he will be placed at the maximum rate of the Clinical Pharmacy Specialist wage scale on October 1, 1997.

The parties further agree that Ms. Lucie Laferrière was properly reclassified from Coordinator, Quality Assurance, Physiotherapy to the position of Physiotherapist and that she will be placed at the maximum rate of the physiotherapist wage scale on January 1, 1998.

This agreement is entered into without precedent or prejudice to the parties.

SIGNED this day of , 199 .

FOR THE HOSPITAL

FOR THE UNION

LETTER OF AGREEMENT

The parties hereby agree that any employee, subject to the Certificate issued by the Ontario Labour Relations Board on May 5, 1997, who was in receipt of notice of layoff prior to the Certificate being issued shall not be entitled to the provisions of the collective agreement dealing with layoff, displacement and recall procedures.

The terms and conditions applicable to the layoff and termination of employment of such employees shall be those in effect prior to the May 5, 1997.

SIGNED this day of , 199 .

FOR THE HOSPITAL

FOR THE UNION

LETTER OF AGREEMENT

The parties agree that departments currently utilizing voluntary standby arrangements will maintain this practice during the life of the collective agreement.

This agreement is entered into without precedent or prejudice.

SIGNED this day of , 199 .

FOR THE HOSPITAL

FOR THE UNION

MEMORANDUM OF AGREEMENT

The parties agree that the terms and conditions of the job sharing agreements signed and entered into by the Hospital and the following employees are not affected by the Certificate issued by the Ontario Labour Relations Board on May 5, 1997.

EMPLOYEES	POSITION
Judy Miller & Angela McHale (Barr)	Pharmacy Technicians
Nancy Young & Virginia Pora	Pharmacists
Susan Fetzer & Lisa Nesbitt	Pharmacy Technicians
Christine Desrochers & Louise Ralston	Occupational Therapists

The parties further agree that the terms and conditions of such job sharing agreements will remain unaffected by the collective agreement coming into effect.

SIGNED this day of , 199 .

FOR THE HOSPITAL

FOR THE UNION

MEMORANDUM OF AGREEMENT

The parties agree to add **Ms. Marie Esther Morin** to the list of bargaining unit members described in the letter of agreement "RE: Red-Circled Employees" appended to the Collective Agreement.

SIGNED this day of 1998.

FOR THE HOSPITAL

FOR THE UNION



HÔPITAL

OTTAWA

GÉNÉRAL D'OTTAWA**GENERAL HOSPITAL**

501 Smyth, Ottawa, Ontario K1H 8L6

EMPLOYEES' BENEFITS (OPSEU)

Welcome to the Ottawa General Hospital

Dear employee:

We are pleased to provide you with this brochure which outlines the group insurance benefits available to you and your family as an employee of the Ottawa General Hospital.

We encourage you to read this brochure very carefully. It not only provides you with an outline of the coverage and benefits available with respect to yourself, but also outlines various other aspects of the plans such as coverage of dependents, privileges and claims procedures.

We suggest that you keep this brochure with your important papers in the event of future need or reference. Further information on any of these benefits is available upon request from the Human Resources Department.

Yours sincerely,

Jacques Labelle
President

RECEIVED
OCT 14 1983

Information regarding the benefits available to you is contained in the brochure.

Claims Procedure

All claims forms are available from the Human Resources Department of the Hospital. Claims should be submitted as follows:

Life, accidental death and dismemberment, short term disability and long term disability claims should be directed to the Human Resources Department of the Hospital.

Semiprivate Hospital, Extended Health Care and Dental Care claims should be directed to:

James E. Coughlin & Assoc. Ltd.

1688 Woodward Drive

P.O. Box 3517

Station "C"

Ottawa, Ontario **K1Y 4H5**

(613) 723-2266

Summary of Benefits

GROUP INSURANCE PLAN

This brochure has been prepared for information purposes and is not a contract. The group insurance policies issued to the policyholder are the governing contracts.

Your plan is underwritten by The Great West Life Assurance Company and London Life Insurance Company. Consultant Services are provided by: James E. Coughlin and Associates Limited, 1688 Woodward Drive, P.O. Box 3517, Station "C", Ottawa, Ontario K1Y 4H5, (613) 723-2266.

EFFECTIVE DATE

The benefits described in this brochure became effective December 1, 1979, with the exception of the dental plan which became effective May 1, 1980.

GROUP LIFE INSURANCE BENEFIT

The amount to be paid by the plan on your death will be one of the following amounts according to your election on joining the plan:

- a) A flat amount of \$2,000.00; or
- b) twice your annual earnings (rounded off to the next higher \$1,000.00)

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

The accidental death and dismemberment benefit is equal to your life insurance benefit and is payable in addition to the life insurance benefit if death occurs as a direct result of an accident. This benefit also provides for partial payment of the principal amount in case of accidental dismemberment.

SHORT TERM DISABILITY PROTECTION PLAN

The Hospital provides this coverage for absences due to illness or disability up to 17 weeks (85 working days). This coverage precedes the long term disability income benefit and payment is dependent upon length of service. Payment will be either 72 2/3% or 100% of salary, in accordance with the schedule of short term protection later in this brochure.

LONG TERM DISABILITY INCOME BENEFIT

The amount to be paid by the plan in the event of total disability due to sickness or accident is equal to: 66 2/3% of earnings.

The benefit will be payable from the 120th day of continued disability but not beyond age 65.

EXTENDED HEALTH CARE

The calendar year deductible is:

Individual	\$15.00
Family	\$25.00

Benefits and maximums are listed under the extended health care benefit portion of this brochure. Coverage is available for both employees and eligible dependents.

DENTAL CARE BENEFIT

No deductible exists.

Benefits and maximums are listed under the dental care benefit portion of this brochure. Benefits are payable at 100% of eligible expenses as outlined in the current Ontario dental association schedule of fees. Coverage is available for both employees and eligible dependents.

EMPLOYEES

If you are employed on a full-time permanent basis and have not attained age 65, you are eligible to join the hospital's benefit program. Your coverage will take effect on the earlier of:

- a) the date of employment by this Hospital, if leaving another registered hospital; or
- b) on completion of the qualifying period. To become a member of the plan, you must complete the application form supplied by the Human Resources Department.

In the event you are not actively at work on the date you are first eligible to join the plan, and your absence is for any reason other than a public holiday or vacation, coverage will commence on the day you return to work on a full-time permanent basis.

DEPENDENTS

Your dependents are also eligible for coverage under the Extended Health Care and Dental Care Benefits. Should you select dependent coverage when first enrolling, your dependents will become insured at the same time you do. For the purposes of coverage, a dependent means:

- a) your legally married spouse; or
- b) your common-law spouse whom you have held out publicly as your spouse for a period of at least:
 - i) 3 years if marriage is prohibited by reason of a previous marriage by you or your common-law spouse, or
 - ii) 1 year if marriage is not prohibited by reason of a previous marriage by either you or your common-law spouse.
- c) your unmarried children, stepchildren and legally adopted children under the age of 21 who reside with you and are not regularly employed; or
- d) under the extended health care benefit only; your unmarried children, step-children and legally adopted children under 25 years of age provided they are in full-time attendance at an accredited school, college or university and qualify as a

dependent of the employee or his spouse under the Income Tax Act (Canada).

If you do not have any eligible dependents when you join the plan, but later acquire one, advise the Human Resources Department as soon as possible in order that your dependent may be insured promptly. If you do not apply for dependent insurance within 31 days of becoming eligible to do so, and wish to make application at a later date, you will be required to submit evidence of good health for your dependent. You need not reapply for dependent insurance for each additional dependent. As long as you have dependent insurance in force, all of your eligible dependents will be insured.

COORDINATION OF BENEFITS

Over-insurance of health benefits has become a serious problem in recent years with the increased participation of married couples in the work force and the widespread popularity of group benefits. Duplication of coverage exists when you and any of your dependents are insured for the same benefits under different plans.

The coordination of benefits clause is designed to correct this over-insurance by limiting the total payment for health insurance to the actual expenses incurred. Thus, if you or any of your dependents are insured under another group insurance plan, the benefits payable under this plan will be adjusted so that the total reimbursement received from both plans does not exceed your actual out-of-pocket expenses.

24 HOUR COVERAGE

All coverage under these plans are in force 24 hours per day.

TERMINATION OF COVERAGE

Your insurance coverage will terminate on the earliest of the following dates:

- a) The date of termination of your active service; or
- b) The date you attain age 65 or 70 depending on the benefit; or
- c) The date you retire from the service of the employer.

Your dependents' insurance coverage will terminate on the earliest of the following dates:

- a) The date of termination of your insurance coverage; or
- b) The date your dependent is no longer eligible for coverage.

TEMPORARY ABSENCE

If you are temporarily absent from the active service of the employer, you may, at the option of the employer, continue to be insured under these plans for a period not to exceed one year from the last day of your active service. Such continuation of coverage will be for all benefits with the exception of the short and long term disability benefits, under which coverage will not continue when absent from the active service of the employer.

Long Term Disability Benefit Benefit

The scheduled amount of benefit for an insured employee is expressed as an amount of monthly income as defined in the summary of benefits.

An insured employee who is totally disabled and has remained so disabled for the duration of the elimination period will be paid the benefit for which insured at the date of disability.

PAYMENT

The benefit is payable for as long as the employee remains continuously totally disabled after the 120 day elimination period but in no event beyond the employee's 65th birthday.

TOTAL DISABILITY

An insured employee shall be considered totally disabled if he is so disabled as a result of injury or sickness, that he is completely unable to engage in any gainful occupation or employment for which he is reasonably fitted by education, training or experience. However, during the elimination period and the following 24 months, he shall be considered to be totally disabled if he is so disabled as a result of injury or sickness that he is completely unable to perform the normal duties of his own occupation or regular employment. In no event shall total disability be deemed to exist for any period during which the employee is not under the regular care and attendance of a legally qualified physician or surgeon.

REHABILITATION PROVISION

If an employee accepts rehabilitative employment during a period of total disability during which benefits are paid or could be paid, the benefit payable will be reduced by an amount equal to 50% of the gross remuneration which the employee receives from his rehabilitative employment. These benefits are only payable for a period to be approved by the insurance company, which period shall not in any case exceed 24 months.

INTEGRATION OF BENEFITS

Your monthly benefit payments under this plan will be reduced by the primary amount which may be payable under the Canada Pension Plan, Quebec Pension Plan, any Worker's Compensation law or any law related to automobile insurance.

Furthermore, your monthly payments under this benefit will be adjusted, if necessary, **so** that the sum of all income to you under this plan, from another group insurance plan, your employer's Pension Plan or Government Pension Plan, **do** not exceed 85% of your gross earnings at the time of commencement of total disability.

No monthly payment will be payable if your total disability has occurred as a result of any of the following causes:

- Intentionally, self inflicted injury.
- Commission or attempt to commit assault, battery or an offence under the Criminal Code of Canada.
- War, act of war, insurrection, rebellion, riot or civil commotion.
- Flying (or an attempt to fly) as a pilot or a crew member.
- Pregnancy (except complications).

LIMITATIONS

Benefit payments made in connection with disability due to neuroses, behaviour problems, alcoholism or drug addiction are payable as for any other disability as long as you are under the continuous care of a specialist and that you are hospitalized or in period of convalescence.

Short Term Disability Protection Plan

An employee, having completed the qualifying period, will be protected in the event of illness or disability by a short term protection plan of 17 weeks (85 working days). The length of service with the Hospital determines the extent of protection at either 72 % or 100% of salary.

Length of Service	Coverage
Less than 2 years	10 working days at 100% 75 working days at 72 2/3%
2 – 3 years	20 working days at 100% 65 working days at 72 2/3%
3 – 4 years	30 working days at 100% 55 working days at 72 2/3%
4 – 5 years	40 working days at 100% 45 working days at 72 2/3%
5 – 6 years	50 working days at 100% 35 working days at 72 2/3%
6 – 7 years	60 working days at 100% 25 working days at 72 2/3%
7 – 8 years	70 working days at 100% 15 working days at 72 2/3%
8 – 9 years	80 working days at 100% 5 working days at 72 2/3%
9 years and over	85 working days at 100%

RETURN TO WORK

Employees returning to work and completing one full calendar month without absence due to illness will have the short term protection plan credited with the amount of time missed due to illness. Periods of vacation taken during that month will extend the time necessary to replenish the short term protection plan, by an amount equivalent to the vacation period.

In the event an individual succumbs to illness during the one month replenishment period and it can be shown that the illness is entirely unrelated to the previous illness, the short term protection plan will be replenished in full for the period of the second illness.

Dental Insurance Benefits for Eligible Employees of Ottawa General Hospital⁴

DENTAL BENEFITS

Benefits based on the current O.D.A. General Practitioners' Fee Guide in effect at the time the dental service is performed, for the procedures listed below are provided for eligible covered employees and their eligible dependents. Eligible Expenses – 100% payment.

O.D.A. Code Number	Description of Services
<i>Examinations</i>	
01110, 01120, 01130	Initial examination of a new patient
01200	Re-examination of a previous patient
01400	Specific examination
01300, 94400, 94100, 94200	Emergency examination and/or consultation
05100, 05200, 93100	Consultations
04100, 04200, 04300, 04310, 04330, 04400	Specific diagnostic procedures
<i>Radiographic Examination and Interpretation (X-Ray)</i>	
02100	Intraoral periapical films complete series
02111-02120 (Inclusive)	Intraoral periapical films one to ten films
02131-02134 (Inclusive)	Occlusal films
02141-02144 (inclusive)	Posterior bitewing films
02201-02204 (Inclusive)	Extraoral films
02304	Sinus examination
02400	Sialography
02430	Use of radiopaque dyes to demonstrate lesions
02504, 02505	Temporomandibular joint films
02600	Panoramic film
02701-02705 (Inclusive)	Cephalometric films

02800	Interpretation of radiographs from another source per unit of time
02920	Tomography
02930	Hand and wrist (as diagnostic aid for dental treatment)

Preventive Services

11100, 11200, 11300	Scaling and Polishing
12400	Topical Fluoride Treatment
13200, 13210	Oral Hygiene instruction
43310	Occlusal Equilibration

Fillings

39930	Sedative (palliative) dressing Amalgam Restorations
21101-21105 (Inclusive)	Primary Teeth
21211-21215 (Inclusive)	Permanent Anterior and Bicuspid teeth
21221-21225 (Inclusive)	Permanent Molar Teeth
21301-21305 (inclusive)	Retentive Pin reinforcement
22101, 22102	Silicate restorations
23101-23223 (Inclusive)	Acrylic or composite restorations

Surgical Services – Removal of Teeth, Removal of Erupted Tooth – Uncomplicated

71101	Single tooth
71111	Each additional tooth in same surgical site

Surgical Removals

72100	Removal of erupted tooth (complicated)
72210, 72220, 72230, 72240	Removal of impacted tooth

Removal of Residual Roots

72310	Soft tissue coverage
72320	Bone tissue coverage

Anaesthesia

92110, 92120, 92201,
92202, 92215, 92251,
92252, 92310, 92311,
92330, 92340

Restorative Services

21401, 21403, 21411,
21413, 21421

Stainless steel crowns

Endodontic Services

31100, 31110

Pulp capping

32201, 32202, 32210,
32211

Pulpotomy

33100, 33120, 33200,
33220, 33300, 33320,
33400, 33420

Root canal therapy

33501, 33502, 33503,
33504, 33511, 33512,
33513, 33514

Apexification

34101, 34102, 34103,
34104, 34111, 34112,
34114, 34115, 34201,
34202, 34203, 34212

Periapical services

34401, 34402

Root amputation

39100

Gingival curettage

39110

Alveolectomy

39120

Banding of tooth to maintain sterile
operating field

39210, 39220, 39230,
39300

Hemisection

39400

Chemical bleaching

39501, 39502, 39503,
39506

Intentional removal, apical filling and
reimplantation

39901, 39902, 39903,
39904, 39910, 39940,
39960, 39970, 39980,
39985

Emergency procedures

Periodontal Services

41100

Application of displacement dressing

41200

Management of acute infections and other
oral lesions

41300

Desensitization of tooth surface

42001

Gingival curettage

42002

Gingivoplasty

42003	Gingivectomy
42100	Osseous surgery
42103, 42104	Osseous grafts
42200, 42300	Soft tissue grafts
42310	Vestibuloplasty
42500	Post surgical treatment
43310	Occlusal equilibration (8 units of time every 12 months)
43200, 43210	Provisional splinting – intra coronal, extra coronal per unit of time
43400	Periodontal scaling and root planting per unit of time
43600	Special periodontal appliances (including occlusal guards)

Prosthetic Services

Denture Adjustments

(complete or partial removal dentures)

54250	Minor adjustments (after 3 months from insertion)
55101, 55102, 55103, 55104, 55201, 55202, 55203, 55204, 55520, 55530, 55700	Denture repairs
56200, 56201, 56210, 56211, 56220, 56221, 56230, 56231, 56260, 56261, 56262, 56263, 56264, 56265, 56270, 56271, 56272, 65273	Denture rebasing and/or relining

Surgical Services

72410, 72411, 72412	Surgical exposure of tooth
72430	Transplantation of a tooth
72440	Surgical repositioning of a tooth
72450	Enucleation of an unerupted tooth and follicle
73100, 73110	Alveoloplasty
73119, 73120	Gingivoplasty and/or stomatoplasty
73133, 73134, 73135, 73140, 73141	Osteoplasty

74108, 74109, 74408, 74409	Surgical excision (cysts and neoplasms)
75100, 75110	Surgical incision
76198, 76250, 76310, 76350, 76910, 76950, 76951	Fractures
77800, 77810, 78110	Frenectomy
79104, 79301, 79302, 79303, 79308, 79401, 79601, 79602, 79603, 79604	Miscellaneous surgical services

EXCLUSIONS

The plan does not cover:

- a) Services not listed.
- b) Initial examination of a new patient more frequently than once every 3 years.
- c) Routine oral examinations performed more frequently than one per any six calendar month period.
- d) Intraoral periapical films – complete series more frequently than once every 3 years.
- e) Posterior bitewing films more frequently than once every 6 months.
- f) Panoramic film more frequently than once every 3 years.
- g) Scaling, polishing and oral hygiene instruction more frequently than once every 6 months.
- h) Occlusal equilibration more frequently than 8 units of time every 12 months.
- i) Charges in excess of the current O.D.A. Fee Guide (General Practitioners).
- j) Services for which payment is available from another plan.
- k) Services for which there is no obligation to pay.
- l) Charges incurred prior to your effective date.
- m) Late entrants are eligible for exams, x-rays and preventative services only, for the first 12 months of coverage, unless there is a change of marital status, then full benefits apply.

EFFECTIVE DATE

To determine the effective date of **your** coverage, contact the Human Resources Department.

DEPENDENTS

Refer to "Eligibility" leaflet.

POLICY

For simplicity, the plan is described in a rather general manner in this announcement. The extent of the insurance for each employee and dependent **is** governed at all times by the complete terms of the master group insurance policy.

Extended Health Care Benefit (OPSEU)

This benefit provides for payment of expenses in connection with reasonable and customary charges incurred by an insured employee or dependent as a result of injury or sickness. The following supplies and services provided or performed are covered.

1. Private duty nursing by a graduate registered nurse currently registered with the appropriate local authority who is not a resident at the participant's home or a member of or related to a member of the participant's family by blood or marriage for services in the participant's home or hospital for the period of time recommended by the attending physician.
2. Blood and blood products for transfusions outside Canada.
3. Drugs, medicines, sera and vaccines requiring a licensed medical doctor's, hospital pharmacy's or a dentist's prescription, except vitamins (unless injected) and patent or proprietary medicines.
4. That portion of the cost of ambulance services to the nearest hospital able to provide the type of care essential for the patient, which are not normally paid by the provincial health insurance plans, to a maximum of \$25.00 per trip.
5.
 - a) Cost of crutches, splints, casts, trusses, leg braces and artificial limbs in the first instance.
 - b) The rental of oxygen and equipment for administration thereof, wheelchair, hospital type bed and respirator. In lieu of rental, the insurer may substitute at its discretion charges for the purchase of such articles.
 - c) The purchase of colostomy and ileostomy supplies.
The above benefits are not acceptable as a claim when ordinarily paid by any government agency.
 - d) All diabetic supplies, e.g. syringes, glucometers, etc.
6. Services performed by a physiotherapist licensed or registered under the appropriate local authority, who is not a member of or related to the patient's family by blood or marriage, where payment for such services is at a rate no greater than the amount allowed by O.H.I.P. and is not available to the participants from the provincial health insurance plans.

7. Dental treatment when necessitated by a direct accidental blow to the mouth and not by an object wittingly or unwittingly placed in the mouth, and if the accident occurred after the effective date of the plan and providing treatment is rendered within 180 days of the accident (including up to one set of artificial teeth when natural teeth have been damaged) and completed before the anniversary of the accident or before this agreement expires as to the participant, whichever date shall be the earlier, but only to the extent that payment for such service is not available to the participant from any government agency or other commercial carrier.
8. Convalescent care, upon the written authorization of a licensed physician in a hospital for convalescent patients approved for such treatment or care, at the public ward per diem rate of such hospital not exceeding \$10.00 a day but for not more than 120 days. When such maximum has been reached, the participant shall not be entitled to any further payment for convalescent care in respect of the same or an associated illness under this contract or any extension or renewal thereof or under any other contract issued by the insurer. In calculating the maximum period of 120 days, any convalescent care paid under any prior contract issued by the insurer shall be included.
9. Charges of an approved public general hospital for the difference in cost between standard ward room and semiprivate hospital accommodation.
This benefit is not subject to any deductible.
10. The difference in cost between semiprivate accommodation and a private room (but not a suite) in an approved public general hospital, red cross outpost or federal hospital.
11. Where a subscriber or dependent requires and is provided with the professional services of a registered clinical psychologist who is qualified and in good standing, the insurer will pay for such services up to a maximum amount of \$200.00 during any period of twelve consecutive months.
12. Where a subscriber or dependent is provided with the professional services of a registered masseur pursuant to a certificate in writing signed by the patient's attending physician that such services are necessary, the insurer will pay for such services up to a maximum amount of \$7.00 for each treatment, for not more

than a maximum of twelve treatments during any period of twelve consecutive months.

13. Where a subscriber or dependent is provided with the professional services of a regularly qualified speech therapist pursuant to a certificate in writing signed by the patient's attending physician that such services are necessary for the care or treatment of the patient, the insurer will pay for such services up to a maximum amount of \$200.00 during any period of twelve consecutive months.
14. Laboratory tests, except those provided by a doctor in the course of treatment.
15. Hearing aids with a maximum of \$300.00 per person.
16. Vision care with a maximum of \$90.00 per person every 24 months.
17. Above benefits available anywhere in the world but if provided outside of Ontario, payment will be at a rate no greater than the rate allowable for similar services within Ontario.

PAYMENT OF BENEFITS

The benefits referred to are payable when an accumulation of reasonable and customary charges by an employee in any calendar year is in excess of the deductible of \$15.00 for a single person or of \$25.00 for a family, excluding charges related to semiprivate hospital coverage, which are not subject to any deductible.

LIMITATION OF BENEFITS

In the event of a participant or a dependent receiving outside Ontario any services for which payment is provided by this contract, payment will be made at a rate not to exceed the amount that would be paid by the insurer for the same services in Ontario.

EXCLUSIONS

The following are not included in the above benefits:

1. Payment in respect of any injury, illness or condition which entitles the participant to compensation or care or treatment in respect thereof under the Public Hospitals Act, the Worker's Compensation Act or the provincial health insurance plans or under any legislation relating to government hospitalization or to

compensation for injuries or diseases arising in the course of employment or in the armed forces or to classes or persons given similar special protection;

2. Payment when the participant is a patient under the care of a sanatorium, institution or hospital for tuberculosis, mental illness or disease, alcoholism, epilepsy, drug addiction, or when the participant should properly be such a patient;
3. Payment when the participant is a patient in a hospital for the chronically ill or in a chronic care hospital or in a chronic unit of any hospital;
4. Dental care except as outlined elsewhere in this brochure.
5. Rest cures, travel for health, or health examinations of any kind;
6. Charges for services, treatment or supplies which are not reasonably necessary for the care and treatment of the injury or illness, nor charges for any services, treatment or supplies in excess of reasonable and customary charges therefor, or which would not be incurred except for the existence of this agreement. A customary charge means the usual charge for performing or furnishing the services, treatment or supplies but in no event will it mean a charge in excess of the general level or charges made by others performing or furnishing such services, treatment or supplies within the area in which the charge is incurred, for illnesses or condition being treated. The term "area" referred to above, as it would apply to any particular service, treatment or supply, means such area as is necessary to obtain a representative cross section of persons, groups or entities performing or furnishing such service, treatment or supplies.
7. Charges for treatment of any injury or illness resulting from any act of war, riot or insurrection (declared or undeclared) or armed aggression resisted by the armed forces of any country, combination of countries or international organizations.
8. Prescriptions not dispensed by a pharmacist, medications, proprietary or patent medicines, which are normally considered over the counter preparations and do not require a prescription.

Life Insurance Benefit

Your coverage under this benefit will be in accordance with the option selected on the effective date of your coverage.

BENEFICIARY NOMINATION

It is important when completing your enrollment card that you nominate a beneficiary of your choice in order that proceeds of any insurance claim may be paid according to your wishes. When nominating your beneficiary, bear in mind that there are two classes of beneficiaries, revocable and irrevocable.

A revocable beneficiary can be changed at any time; whereas an irrevocable beneficiary cannot be changed unless the irrevocable beneficiary agrees to the change. Rules on irrevocability of beneficiaries vary from province to province. If you are unsure about nominating or changing your beneficiary, consult with the Human Resources Department.

REDUCTION CLAUSE

The amount of life insurance will reduce by 50% upon attainment of age 65, with a further reduction of 10% of the original amount each year thereafter, ceasing at age 70. The life insurance between age 65 and 70 will in no event reduce to less than \$2,000.00. The reduction clause will apply only to employees who continue to work beyond age 65.

ANNUAL EARNINGS

For the purposes of the plan, "annual earnings" means the annual rate of earning in force, excluding payments in the way of overtime, commissions, bonuses or gifts. The life insurance benefit, if you elected coverage of twice annual earnings, will be changed coincident with any increases in your annual rate of earnings. If you are absent from work on that date for reason of sickness or accident, your coverage will increase on the date you return to your normal full-time occupation.

INCREASING COVERAGE

If on becoming a member of the plan, you elect the life insurance benefit in the amount of a flat \$2,000.00 and subsequently you wish to increase to twice your annual earnings, you will be required to produce at your own expense, evidence of health satisfactory to the insurance company. However, if you marry or acquire an eligible dependent and request such change within three months of this date, you will not be required to produce evidence of health.

Increases in coverage under the plan which are subject to evidence of health will be effective on the day they are approved by the insurance company.

CHANGE OR TERMINATION OF THE PLAN

While the insurance company and the employer have every intention of maintaining the plan in force in its present form, the right is reserved to terminate the plan or amend it from time to time.

In the event of the plan being terminated, any liability in respect of admitted disability claims will remain in force. You may elect the continuation of insurance option provided you are under 65, and have completed five years of continuous membership in this plan and are not entitled to any disability benefits. The amount of life insurance which you may convert is the greater of \$5,000.00 or 25% of the amount of your life insurance under this plan.

Accidental death and dismemberment coverage cannot be converted on termination of the plan.

EXTENDED ASSURANCE ON TOTAL DISABILITY

While you are a member of this plan, if other than as a result of intentional self-inflicted injury, you become totally disabled prior to your 65th birthday, you will continue to be covered for the amount of your life insurance in force prior to the commencement of your total disability. Payment of premiums will not be required once you are considered to be totally disabled, and for as long as you continue to be totally disabled.

CONTINUATION OF INSURANCE OPTION

When you leave the service of the employer, if you have not attained age 65 and you are not entitled to any disability benefits

under the plan, you may elect, without providing evidence of health, a convertible term insurance policy with a term of one year or with **a term to age 65. The** policy will **be** issued at the insurance company's published rates applicable to your attained age and the class of risk to which you belong. If you are temporarily absent you may not elect the continuation of insurance option until such time as your coverage under this plan ceases.

Your accidental death and dismemberment coverage under this plan can be converted to an accidental death benefit. The maximum amount of life insurance including all benefits, which is available to you under this option, is the amount of your life insurance under this plan.

The one year term insurance policy may be converted within the year to a whole life insurance policy or an endowment insurance policy or a term insurance policy with a term comparable to that which was offered under this plan. If you wish to elect the continuation of insurance option you must contact the Human Resources Department which will provide you with the appropriate application form. The application form and premium deposit of \$25.00 must be submitted to the insurance company within 31 days of the date your membership under this plan ceases.

The first year premium under your individual insurance contract may be paid quarterly or at less frequent intervals. The difference between the actual amount of your first premium and your \$25.00 deposit must be paid to the insurance company within 10 days of the date you are notified of the amount of your first year premium or within 31 days of the date you signed the application form, whichever is greater.

If you die before electing the continuation of insurance option but within the 31 day period following the date your membership under this plan ceases, the amount of life insurance which you were entitled to convert will be paid.

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

The accidental death and dismemberment is payable in addition to the life insurance benefit if death is as a direct result of an accident. This benefit also provides for partial payment of the principal amount in case of accidental dismemberment. The full amount of the A.D. & D. benefit is equal to the amount of life insurance at the time of loss. The percentage of the full amount payable varies depending on the extent of the loss, as shown in the following table.

Accidental Loss Incurred	Amount Payable
Life	100%
Sight of both eyes	100%
Both hands or both feet	100%
One hand and one foot	100%
One hand and the sight of one eye	100%
One foot and the sight of one eye	100%
One hand	50%
One foot	50%
Sight of one eye	50%
The thumb and any finger of one hand	50%

NOTES TO TABLE OF LOSSES

- i) **Loss** of hand or foot means severance **at**, or above, the wrist or ankle joint.
- ii) **Loss** of sight of any eye means the entire and irrevocable **loss of** sight **of** the eye.
- iii) Loss must occur within 365 days of the accident.
- iv) The maximum amount payable as a result of any one accident **is** 100% **of** the amount payable.

Your accidental death and dismemberment insurance is designed to cover only injuries of a purely accidental nature. You are not covered for losses resulting from any disease, poison, drug or medicine, from suicide or self-inflicted injuries, from committing or attempting to commit a criminal act, from insurrection, riot, civil commotion or sabotage, or participating in the activities of any armed forces. This benefit covers you while you are flying, but only if you are flying as a farepaying passenger in a licensed passenger aircraft provided by an incorporated passenger air carrier and operated by a licensed pilot on a regular passenger route between definitely established airports.