

SOURCE	Hosp
EFF.	910401
TERM.	930331
No. OF EMPLOYEES	143
NOMBRE D'EMPLOYÉS	df

PART  
~~FULL-TIME~~

COLLECTIVE AGREEMENT

BETWEEN:

HOTEL DIEU HOSPITAL

- and -

ONTARIO PUBLIC SERVICE EMPLOYEES UNION  
(hereinafter referred to as "the Union")

Local (402) Paramedical

*no longer known as laboratory.*

EXPIRY: March 31, 1993

JUN 16 1995

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ARTICLE 1 - PURPOSE

grievances and  
maintain mutually  
conditions of employment  
Agreement.

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ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union acknowledges that it is the exclusive function of the Hospital subject to the terms of this Agreement to:
- a) maintain order, discipline and efficiency;
  - b) hire, discharge direct, classify, transfer, promote, demote, layoff and suspend or otherwise discipline employees for just cause, provided that a claim of discriminatory classification, promotion, demotion or transfer or a claim that an employee has been unjustly discharged or disciplined may be the subject of a grievance and dealt with in accordance with the grievance procedure;

- d) generally to manage and operate the Hospital in all respects in accordance with [its obligations and without restricting the generality of the foregoing, to determine the kinds and locations of machines, equipment to be used, the allocation and number of employees required from time to time, the standards of performance for all employees and all other matters concerning the Hospital's operation, not otherwise specifically dealt with elsewhere in this agreement.

It is understood that the discharge of a probationary employee will not be the subject of a grievance or arbitration.

#### ARTICLE 4 - DEFINITIONS

continued as Article 4.01.)

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#### 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

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Agreement.

**8.02**      Grievance Committee

The Hospital will recognize a grievance committee comprising of (2) 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.

**8.03**      Labour-Management Committee

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

**8.04**      (a)      Negotiating Committee

The Hospital agrees to recognize a negotiating committee comprised of (2) 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.

(b) Pay for Central Negotiating Committee

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

provide  
... (including Union  
Labour/Management  
to the Director of Human Resources

All new employees will have the opportunity of the Union in the employ of the Hospital minutes during the employee's probationary regular earnings. The purpose of such meeting ... employee(s) with such representative of the Union agreement. These interviews will be scheduled in advance arranged collectively or individually by the Hospital.

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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.

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membership in the observation

ARBITRATION PROCEDURE

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.

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- 10.07 Failing settlement under the foregoing procedure, any grievance, including a question as to whether the grievance is arbitrable, may be submitted to arbitration as 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.
- 10.08 All agreements reached under the grievance procedure between the representatives of the Hospital, the representatives of the Union and the grievor(s) will be final and binding upon the Hospital, the Union, and the employee(s).
- 10.09 When either party requests that any matter be submitted to arbitration as provided in this Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time appoint a nominee. Within seven (7) calendar days thereafter, the other party shall appoint its nominee, provided however, that if such party fails to appoint its nominee as herein required, the Minister of Labour for the Province of Ontario shall have 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.
- 10.10 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 10.11 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 10.12 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.
- 10.13 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.
- 10.14 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.

- 10.15 The time limits ~~set out~~ in ~~this~~ Article **are** mandatory and failure to comply strictly with such time limits, except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned.
- 10.16 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 arl ~~tration~~ board shall appropriately apply.

#### ARTICLE 11 - 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.

provided to the employee at his request.

#### ARTICLE 12 - SENIORITY

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after the probationary

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

12.02 A seniority list shall 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.

12.03 Not applicable to full-time.

12.04 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 but not for the purposes of service under any provisions of 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 shall be pro-rated at the time of transfer.

12.05

(a) Effect of Absence

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

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

In addition, the employee will become responsible for full payment of subsidized employee benefits in which 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 for a period of thirty (30) months if an employee's absence is due to disability resulting in WCB or LTD benefits.

(ii) Notwithstanding Article 12.05 (a) (i), service and seniority will accrue or a maximum period of seventeen (17) weeks if an employee's absence is due to a pregnancy leave, and for a maximum period of eighteen (18) weeks if an employee's absence is due to a parental leave. In addition, the Hospital will continue to pay its share of the premiums of the subsidized employee benefits in which the employee is participating for up to seventeen (17) weeks from the commencement of the leave while the employee is on pregnancy leave, and for up to eighteen (18) weeks from the commencement of the leave while the employee is on parental leave, unless the employee does not intend to pay her contributions.

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

12.06 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.

12.07 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.

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

(a) a period of less than eighteen (18) months or such longer period as the parties may agree upon or;

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

shall retain but not accumulate seniority held at the time of transfer. In the event the employee is returned to a position in the bargaining unit within the time periods noted in (a) or (b) above 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.

## 12.09

**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 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 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

13.01 In the event of a proposer layoff at the Hospital of a permanent or long term nature, the Hospital will

- (a) provide the Union with no less than 30 calendar days notice of such layoff, and
- (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

Act.

perform the work.

- (a) accept the layoff and be placed on a recall **list** for twenty-four **(24)** months; or

under this section.

b  
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provision,

- 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.

#### ARTICLE 14 - TECHNOLOGICAL CHANGE

- 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 lay-off 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.

vacancies caused by:

- (a) illness;
- (b) accident;

Employees in bargaining units at the Hospital represented by OPSEU

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last date of hire.  
completion of the temporary  
grievance or arbitration.

- 15.02 Notices of vacancies referred to in 15.01 shall include, for informational purposes: department, classification, qualifications.
- 15.03 A copy of the posted notice will be sent to the local President or his designate, within the aforementioned seven (7) calendar days.
- 15.04 The name of the successful applicant will be posted and a copy sent to the local President or his designate.
- 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 (450 hours for employees whose regular hours of work are other than the standard work day) worked 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.

- 15.10 Where there are no **successful** applicants from within the bargaining unit for posted vacant **positions**, employees in other OPSEU Paramedical bargaining units at the **Hospital** will be considered for such **staff** transfers or promotions prior to **considering** persons outside OPSEU Paramedical bargaining units at the **Hospital**. The employees eligible for consideration **shall** be limited to those **employees** who have applied for the position in accordance with Article 15, and selection shall be made in accordance with Article 15.06. All provisions of Article 15 will apply to employees selected in accordance with this provision.

#### ARTICLE 16 - LEAVES OF ABSENCE

- 16.01 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 (a) (i) Local Union Business Leave

**The Hospital** agrees to grant leaves of absence without **pay** to **local** bargaining unit members 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 and will be **set out in Article 16.02 (a) (ii)**.

- (ii) See Article 16.02(a)(i). For the purposes of this article the cumulative total leave of absence shall not exceed **thirty (30) days** per year.

(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, or member of Medical Division Executive, 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 to the foregoing, seniority shall accrue, if an employee is on a leave of absence without pay for Union business.

16.03

Bereavement Leave

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.

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 as a witness in a court proceeding in which the Crown is a party, or is required to attend a coroner's inquest in connection with a case concerning the Hospital, the employee shall

- (b) presents proof of service requiring the employee's attendance;  
and

the  
employee



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.

16.05 (a) Pregnancy Leave

- (i) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this agreement.
- (ii) Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental unemployment Benefit (SUB) plan, and retroactive to date of confirmation by the Unemployment Insurance Commission, an [employee who is on pregnancy leave as provided under this agreement and who is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 18 of the Unemployment Insurance Act, 1971, shall be paid a supplemental unemployment 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 Unemployment Insurance benefits during her leave and any other earnings. Such payment shall commence following completion of the two week unemployment insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits, for a maximum period of 15 weeks for a pregnancy leave. 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.

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under the plan.

(b) Parental Leave

- (i) Parental leaves will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this agreement.
- (ii) Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan, and retroactive to date of confirmation by the Unemployment Insurance Commission, an employee who is on parental leave as provided under this agreement and who is in receipt of Unemployment Insurance parent? benefits pursuant to Section 20 of the Unemployment Insurance Act, 1971, shall be paid a supplemental unemployment 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 Unemployment Insurance benefits during her leave and any other earnings. Such payment shall commence following completion of the two week unemployment insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance parental benefits, and shall continue while the employee is in receipt of such benefits, for a maximum period of ten (10) weeks for a parental leave. 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 parental leave times her normal weekly hours.

This provision only applies to employees with at least 10 months of continuous service at the hospital prior to the commencement of the parental leave.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- (iii) Where an employee has become a natural father or has qualified to adopt a child and has at least 10 months of service at the commencement of his/her approved parental leave, such employee may be entitled to extend the parental leave up to an aggregate of six (6) months without pay. Such employee shall advise the Hospital as far in advance as possible of their qualifying to adopt, and shall request the leave of absence in writing upon receipt of confirmation of the pending adoption. Such request for extension of the parental leave shall not be unreasonably withheld.

It is understood that during any such extension of the parental leave, credit for service or seniority for the purposes of salary increments, vacations, sick leave, or any other benefits under any provisions of the collective agreement or elsewhere shall be suspended during such leave 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 or she is participating for the period of the absence.

## 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 Education Leave

with the course.

16.08 Pre-Paid Leave (Effective Date: April 1, 1989)

(a) Purpose

(b) Application

(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 16.08 (l) and from any one department shall be (number subject to local negotiations). Where there are more applications than spaces allotted, seniority shall govern subject to 16.08 (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 16.08 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 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) Deferred Earnings

Deferred salary.

accumulated during  
paid out to the employee  
Income Tax Regulations, Section 6801.

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Plan.

leave.

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Full-Time Only

During the year of the leave, seniority shall continue to accumulate. Service for the purposes of vacation and salary progression and other benefits will be retained but will not accumulate during the period of the leave.

(i) Assignment on Return

On return from leave, a participant will be assigned to his former position unless it is no longer available. In such a case the employee will be given a comparable job, if possible, or the layoff provisions will be applied.

A participant

to a date three (3) months prior to the commencement of the leave. Deferred salary, and accrued interest will be returned to the participant within a reasonable period of time.

(ii) On Leaving Employment

If a participant resigns, or *is terminated*, prior to the commencement of the leave, deferred salary plus interest will be returned to the participant within a reasonable period of time. In the event of the death of a participant, such funds will be paid to the participant's estate.

(k) Replacement Employees

The Hospital will replace the employee, as ~~is~~ unable to find leave. If, after a replacement cannot be found, considering a further replacement, the employee, subject to the option of remaining with the Hospital, mutually agreeable terms, as outlined in Article

(l) Plan Year

The year for the purposes of the plan shall be from September 1 to August 31, of the following year, or such other

(m) Status of Replacement Employee

Only the original vacancy resulting from an absence due to pre-paid leave will be posted.

Employees in bargaining units at the Hospital represented by OPSEU, selected to fill vacancies resulting from replacing an employee on a pre-paid leave need not be considered for other vacancies while replacing such employee. Upon completion of the leave, the replacing employee will be returned to his former position, and the filling of subsequent vacancies will likewise be reversed.

Employees newly hired to fill vacancies resulting from replacing an employee on pre-paid leave will not accrue seniority during the filling of such vacancies. Furthermore, such employees need not be considered for other vacancies. If such employees do post into permanent positions they will be credited with seniority from their last date of hire. The release or discharge of such employees will not be subject of a grievance or arbitration.

ARTICLE 17 - SICK LEAVE AND LONG-TERM DISABILITY

- 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.
- Copies of the HOODIP brochure will be made available to employees upon request.
- 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 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.



ARTICLE 18 - HOURS OF WORK & OVERTIME

18.01 (a) (i) The normal or standard **work** week shall be an average of ~~thirty-seven~~ and one-half (37 1/2) hours, averaged over a **six (6) week** period, with a normal or standard work day of seven and one-half (7 1/2) hours except in those Hospitals where agreements already provide a standard or normal work week of less than thirty-seven and one-half (37 1/2) hours per week and seven and one-half (7 1/2) hours per day. **(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 1/2) hours).

The length of time over which the hours of work per week are to be averaged shall be determined locally and shall be set out in Article 18.01 (a) (ii).

(ii) averaged over a **six (6) week** period.

(b) 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 in accordance with the provisions set out in Article 28.05 of the collective agreement.

18.02 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 half shift.

18.03 Overtime shall be defined as being all hours worked in excess of the normal or standard work day, or in excess of the normal or standard work week. The overtime rate shall be one and one-half (1 1/2) times the regular straight time hourly rate of pay.

18.04 Overtime Accumulation

Where an employee has worked and accumulated approved overtime hours (other than overtime hours related to paid holidays) up to a maximum of ( 5 ) day's accumulation, then such employee shall have the option of electing payment at the applicable overtime rate or time off equivalent to the applicable overtime rate (i.e. where applicable rate is one and one-half times, then time off shall be at one and one-half times). Where an employee chooses the latter option, such time off must be taken within ( 30 days ) of the occurrence of the overtime at a time mutually agreeable to the Hospital and the employee, or payment in accordance with the former option shall be made.

The maximum for purposes of overtime accumulation and the scheduling of time off shall be determined locally.

18.05 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 1/2) his regular straight time hourly rate for all time worked in excess of his normal daily hours.

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 (n/a) 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 1/2) times the employee's regular straight time hourly rate for only those hours which reduce the (n/a) hour period.

Where the (n/a) 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.

18.08 Where an employee's schedule is changed by the Hospital with less than twenty-four (24) hours notice, she shall receive time and one-half (1 1/2) of her regular straight time hourly rate for all hours worked on her next shift.

#### 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. Where such standby falls on any of the designated holidays listed in the collective agreement, the employee shall be paid at the rate of three dollars (\$3.00) 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.

ARTICLE 20 - CALL BACKARTICLE 21 - SHIFT PREMIUM

21.01

An employee shall be paid a shift premium of one dollar (\$1.00) per hour for each hour worked ~~which~~ falls within the normal hours of the evening shift and one dollar and twenty-five cents (**\$1.25**) for each hour worked which falls within the ~~normal~~ hours of the night shift provided that such hours exceed two (2) hours if worked in conjunction with the day shift. For purposes of this provision, the standard evening and night shift ~~each~~ consist of 7.5 hours. For those hospitals with lesser required hours as provided for in Article 18.01, the length of the evening and night shift will be adjusted accordingly. Shift premium will not form ~~part~~ of the employee's straight time hourly rate.

- 21.02 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 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 being called back to work outside of his regularly scheduled hours, the Hospital will pay transportation costs either by taxi or by his own vehicle at the rate of .25 (25 cents per km or taxi fare to a maximum of \$5.00 per trip) or such greater amount that 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.

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

- 25.01 The following shall be recognized as paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Dominion Day	Christmas Day
Civic Holiday	Boxing Day

in addition there is 2 non-premium floating Holidays, To be eligible for the floating holiday, an employee must have a minimum of six (6) months full-time service. It is understood that should the Government designate another Holiday, such holiday so designated would replace a floating holiday.

- 25.02 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 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 1/2) hours, except in those hospitals which have a standard work day of less than seven and one-half (7 1/2) hours in which case holiday pay will be based on the standard daily hours in that hospital.

- 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 1/2) 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.
- 25.04 An employee who qualifies to receive pay for any holiday will not be entitled, in the event of illness, to receive sick pay in addition to holiday pay in respect of the same day.
- 25.05 In order to qualify for any of the above mentioned holidays, an employee must have earned wages during the previous month and is required to work his scheduled shift immediately preceding and his scheduled shift immediately following the Holiday unless the employee provides a reason to the satisfaction of the Hospital.

#### ARTICLE 26 - VACATIONS

- 26.01 Registered Technologist and higher classifications who have completed less than one (1) year of continuous service as of Jan. 1st of each year, 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 as of Jan. 1st of each year, and four (4) weeks vacation after three (3) years of continuous service as of Jan. 1st of each year.
- Employees below the Registered Technologist classification who have completed less than one (1) year of continuous service as of Jan. 1st of each year 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 **as** of Jan. 1st of each year, three (3) weeks vacation after two (2) years of continuous service **as** of **Jan. 1st** of each year and four (4) weeks vacation after five (5) years of continuous service **as** of Jan. 1st of each year.

All employees shall receive five (5) weeks vacation after fifteen (15) years of continuous service **as** of **Jan. 1st** of each year and six (6) weeks vacation after twenty-five (25) years of continuous service **as** of Jan. 1st of each year.

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.

26.04 For scheduling purposes of prime time, employees are required to notify their Department Head (or designate) **as** to their vacation preference by April 15th of each year. In scheduling vacations, every consideration will be given to the employee's preference. The scheduling of vacation will be done on the basis of the efficient operation of the department. Where the preference of employees in a department conflict **as** to the time period, then seniority will govern. For scheduling purposes for vacation outside the prime time, vacation will be scheduled on a first come first serve basis. Employees should therefore give their Department Heads as much notice **as** possible.



- 26.05 During the period from June 15th to September 15th, which is considered to be "prime time", employees will not be scheduled for vacation periods in excess of two (2) weeks duration. This will not preclude the Employer from scheduling more than two (2) weeks where possible. Such scheduling will endeavour to give a fair opportunity to all employees to receive vacation during the said "prime time".
- 26.06 Vacations will be used before Dec. 15th of each year. An employee may request to carry over some vacation provided that the employee provide a reason satisfactory to the Hospital and make written request to the Dir. of Human Resources prior to September 1<sup>st</sup> of each year.
- 26.07 If an employee leaves the employ of the Hospital prior to the vacation period, all unused vacation credits shall be paid him by cheque on termination provided that the employee provides two weeks notice.

#### ARTICLE 27 - HEALTH AND WELFARE BENEFITS

##### 27.01 Semi-Private Hospital Insurance

The Hospital agrees to pay 100% 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

Effective the first of the month following the date of the award 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 \$10-20 plan including hearing aids with a maximum of \$300.00 per person and vision care with a maximum of \$60.00 every 24 months per person, or its equivalent) provided the balance of the monthly premium is paid by employees through payroll deduction (subject to appropriate Union and employer recruitment).

Effective April 1, 1989, the deductible for the Extended Health Care Plan will be \$15.00 (single) and \$25.00 (family) and the vision care maximum will increase to \$90.00 every 24 months per person.

27.03

Dental Plan

The Hospital shall implement a Blue Cross Plan #9 (or its equivalent) based on current ODA schedule effective as soon as possible following the date of the award when enrolment requirements have been satisfied. The Hospital shall pay fifty percent (50%) 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.

Effective April 1, 1990, the Hospital's contribution to the dental plan will be seventy-five percent (75%).

27.04

Pension Plan, N/A.

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 ninety percent (90%) 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. Hospitals currently contributing a greater portion of the premium shall continue to do so.

Effective April 1, 1989, the Hospital's contribution to the group life insurance plan will be one hundred percent (100%).

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.

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 al 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 N/A

28.06

Innovative/Flexible Scheduling (N/A)

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28.08

Job Sharing

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NOTE:

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

**ARTICLE 29 - COMPENSATION**

- 29.01 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 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 experience as determined by the Hospital, to a maximum of two increment levels below the maximum of the salary scale.

**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.

**DURATION AND RENEWAL**

31.01 This Agreement shall continue in effect until the 31st day of March, 1993 and shall continue automatically thereafter for annual periods of one year unless either party notifies the other in writing that it intends to amend or terminate this Agreement in accordance with the following:

Parties to this Agreement agree to negotiate for the process of central bargaining, either party to the other of its desire to bargain for the Agreement within 120 days prior to the expiration of this Agreement. Negotiations on local matters during the period from 120 to 60 days prior to the expiration date of this Agreement. It is understood that "local matters" means those matters which have been determined by mutual agreement between the central negotiating committees representing each of the parties to this Agreement on subjects for local bargaining directly covered by this Agreement. It is also agreed that local matters are subject to such procedures as may be determined by mutual agreement between the central negotiating committees as set forth above.

- (b) 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 days to sixty 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 agree: 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 intentions 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 on central matters shall take place during the period commencing 90 days prior to the termination of this Agreement.

Letter of IntentRe: 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.



