

SOURCE	HOSP
EFF.	94/04/01
TERM.	96/03/31
NO. OF EMPLOYEES	28
NOMBRE D'EMPLOYES	28

COLLECTIVE AGREEMENT

Between:

SYDENHAM DISTRICT HOSPITAL  
(hereinafter referred to as "the Hospital")

and

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

Sector - Hospitals - Parameds and Professional

All Paramedical Excluding Office and Clerical

Combined Full-Time and Part-time

EFFECTIVE DATE: April 1, 1994

EXPIRES : March 31, 1996

JUL 11 1995

10138(01)

ARTICLE 1 - PURPOSE, . . . . .	3
ARTICLE 2 - RECOGNITION, . . . . .	3
ARTICLE 3 - MANAGEMENT RIGHTS, . . . . .	3
ARTICLE 4 - DEFINITIONS, . . . . .	5
ARTICLE 5 - NO DISCRIMINATION, . . . . .	7
ARTICLE 6 - NO STRIKES, NO LOCK-OUTS . . . . .	7
ARTICLE 7 - UNION SECURITY . . . . .	7
ARTICLE 8 - REPRESENTATION AND COMMITTEES, . . . . .	8
ARTICLE 9 - ACCIDENT PREVENTION - HEALTH & SAFETY COMMITTEE, . . . . .	.12
ARTICLE 10 -GRIEVANCE & ARBITRATION PROCEDURE. . . . .	.13
ARTICLE 11 -LETTERS OF REPRIMAND AND ACCESS TO FILES . . . . .	.18
ARTICLE 12 .SENIORITY . . . . .	.19
ARTICLE 13 -LAYOFF AND RECALL, . . . . .	.24
ARTICLE 14 -TECHNOLOGICAL CHANGE . . . . .	.27
ARTICLE 15 -JOB POSTING, PROMOTION AND TRANSFER. . . . .	.28
ARTICLE 16 -LEAVES OF ABSENCE, . . . . .	.31
ARTICLE 17 -SICK LEAVE AND LONG-TERM DISABILITY, . . . . .	* 4 4
ARTICLE 18 -HOURS OF WORK, . . . . .	.46
ARTICLE 19 .STANDBY . . . . .	.51
ARTICLE 20 -CALL BACK, . . . . .	.51
ARTICLE 21 -SHIFT PREMIUM, . . . . .	.52
ARTICLE 22 -TRANSPORTATION ALLOWANCE . . . . .	.53
ARTICLE 23 -RESPONSIBILITY PAY . . . . .	.53
ARTICLE 24 -NO PYRAMIDING, . . . . .	.53
ARTICLE 25 -PAID HOLIDAYS. . . . .	.53
ARTICLE 26 -VACATIONS, . . . . .	.57
ARTICLE 28 .MISCELLANEOUS . . . . .	.62
ARTICLE 29 -COMPENSATION . . . . .	.63
ARTICLE 30 -SUPERIOR BENEFITS, . . . . .	.65
ARTICLE 31 -DURATION AND RENEWAL . . . . .	.66

**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 on-going means of communication between the Union and the Hospital and the prompt disposition of grievances and the final settlement of disputes and to establish and maintain mutually satisfactory salaries, hours of work and other conditions of employment in accordance with the provisions of this agreement.

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

**ARTICLE 2 - RECOGNITION**

2.01 The Hospital recognizes the Union as the sole collective bargaining agent for all paramedical employees of Sydenham District Hospital in the Town of Wallaceburg, save and except supervisors, persons above the rank of supervisor, office and clerical employees, students employed in a co-operative training program, students employed during the school vacation period and persons for whom any trade union held bargaining rights as at November 8, 1991.

**ARTICLE 3 - MANAGEMENT RIGHTS**

3.01 **The** Union acknowledges that it is the exclusive function of the Hospital to:

- a) maintain order, discipline and efficiency and to make, alter and enforce rules and regulations to be observed by employees with such rules and regulations not to be

inconsistent with the provisions of this Agreement;

- b) hire, retire, direct, classify, transfer, promote, demote, suspend, discharge, assign employees to and determine shifts, to increase and decrease the working force, provided that a claim that an employee who has been unjustly discharged or otherwise disciplined without reasonable cause may be the subject of a grievance in a manner and dealt with in accordance with the grievance procedure. It is agreed that the standard of reasonable cause for discharge of a probationary employee is lesser than that for a seniority employee;
- c) generally manage the Hospital at its sole and absolute discretion **and**, without restricting the generality of the foregoing, to determine the services to be rendered, the methods, the work procedures, the kinds and locations of hospital equipment to be used, to select, control and direct the use of all materials required in the operation of the Hospital; to determine the work and services to be provided and performed, and to make, alter and enforce regulations governing the **use** of materials, equipment services and facilities as may be deemed necessary in the interest of the safety and well-being of the Hospital patients and the public.

3.02 It is understood and agreed that the aforesaid rights are subject only to the express restrictions governing the exercise of those rights as are expressly provided for in this Agreement.

**ARTICLE 4 - DEFINITIONS**

4.01 Temporary Employees

Temporary employees are those hired onto the Hospital payroll to temporarily replace employees for the absences listed in 15.01(a)(b)(c)(d) and (e) or for specific tasks not expected to exceed six (6) months. Temporary employees engaged for the periods that are not expected to exceed **six (6)** months may have their term extended up to another six (6) month period upon the mutual agreement of **the** union, the employee and the Hospital.

Temporary employees, regardless of their hours of work, will be covered by the parts of this Agreement applicable to part-time employees except that a temporary employee will not be credited with seniority but will be entitled to pay in lieu of benefits.

It is further agreed that the release of a contract employee at the end of the contract period is not subject to the grievance or arbitration provisions. It is agreed that the standard of reasonable cause for the discharge of a temporary employee is lesser than that for a seniority employee.

Union dues shall be deducted from temporary employees in accordance with the Agreement.

Casual Employee

A casual part-time employee is defined as an employee whose work is not regularly scheduled on a pre-determined basis but are available to be offered shifts as circumstances require.

- 4.02 (a) Full-time employee means those employees who are regularly employed for 37 1/2 hours per week.

- 4.02 (b) Part-time employee means those employees who are regularly scheduled for less than 37 1/2 hours per week. Part-time employees shall be given the opportunity to do replacement work prior to calling in casuals. Where part-time employees work full-time hours, when such hours are worked when relieving for vacation, illness, injury, or other approved leave of absence or on other occasions from time to time, they shall continue to be considered as part-time employees for the purposes of benefit entitlements, i.e. % in lieu of vacation/benefits.
- 4.03 "Days" in this Collective Agreement shall mean calendar days unless indicated otherwise.
- 4.04 "Normal or standard work day" as set out in Article 13.01 are defined and intended only to provide a basis for calculating time worked and shall not constitute a guarantee of hours of work per shift or per week or working schedules. The parties agree, and as recognized by Articles 12.01, 15.07 and 13.09, there exist employees whose hours of work are other than the normal or standard work day.
- 4.05 Where a provision of this collective agreement conflicts with an obligation under the Human Rights Code or other employment-related statute, the legislated obligation shall prevail.
- 4.06 Departments at the **Hospital** are Laboratory, Radiology, Health Records, Adult Mental Health Program, Physiotherapy and Nursing Services.

**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 practised by any of their representatives with respect to any employee because of her membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising her rights under the Collective Agreement.

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.

**ARTICLE 6 - NO STRIKES, NO LOCK-OUTS**

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 beginning on the first day of employment an amount equal to the regular monthly union dues designated by the Union in accordance with the constitution and by-laws of the Union. The amount of the regular monthly dues shall be as certified to the Hospital by the Treasurer of the Union from time to time. The amounts so deducted,

**8**

including amounts collected on all retroactive increases, 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 (a) Union Stewards

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

Union stewards have their regular duties and responsibilities to perform for the Hospital and shall not leave their regular duties without first obtaining permission from their immediate supervisor. Such permission shall not be unreasonably withheld. If, in the performance of 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.

8.01 (b) The Hospital agrees to recognize three stewards with no more than two stewards from the same department and recognition by the Hospital is dependent upon the receipt by the Hospital from the Union of such written designation.

8.02 Grievance Committee

The Hospital will recognize a grievance committee comprising of (3) members to be elected or appointed from the bargaining unit. One member shall be chair. The purpose of the committee is to deal with grievances as set out in this Collective Agreement.

The number of employees on the grievance committee shall be determined locally.

Recognition of grievance committee members is contingent upon the receipt by the Hospital from the Union of such written designation.

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

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 (a) 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.

8.06 (b) Access to a bulletin board in the Laboratory, Radiology, Adult Mental Health Program, Health Records, and Physiotherapy Departments shall be provided for OPSEU communications. Any posting shall require prior approval from the Hospital, such authorization not to be unreasonably withheld.

**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 programmes and recommend actions to be taken to improve conditions related to safety and health.
- 9.04 The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfil 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 to attend meetings of the Accident Prevention - Health and Safety Committee in accordance with the foregoing, shall be granted. All time spent in the

business of the Committee shall be paid time at the applicable rate of pay.

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

9.08 In the event that this Article conflicts with section 23(13) of the Occupational Health and Safety Act, then the Act shall prevail.

**ARTICLE 10 - GRIEVANCE & 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.

10.02 For the 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 she has first given her immediate supervisor the opportunity to adjust her complaint. Such complaint shall be discussed with her immediate supervisor within seven (7) calendar days from the event giving rise to the grievance, or from when the employee should have reasonably become aware of the event giving rise to the grievance and, failing settlement within seven (7)

calendar days, it shall then be taken up as a grievance within the seven (7) calendar days following her immediate supervisor's decision in the following manner and sequence:

Step 1

The employee must submit the grievance in writing signed by him to her immediate supervisor and may be accompanied, if she so desires, by her union steward. The grievance shall identify the nature of the grievance, the remedy sought, and should specify the provisions of the Agreement which are alleged to have been violated. The immediate supervisor will deliver her decision in writing within seven (7) calendar days following the day on which the grievance was presented to him. Failing settlement, then:

Step 2

Within seven (7) calendar days following the decision under Step No. 1, the employee who, if she so desires, may be accompanied by her union steward, may submit the written grievance to her Department Head who will deliver her 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 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 her designate. A meeting will then be held between the Chief Executive Officer or her 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 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 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 she could have instituted **himself** and the regular grievance procedure shall not be thereby by-passed. 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 her 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 that she has been unjustly discharged 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 discharged 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 an employee without just cause. It is agreed that the standard of just cause for probationary and temporary employees is lesser than that for seniority employees.

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 either suggest a list of single Arbitrators for the other Parties consideration, or appoint a nominee. Within seven (7) calendar days thereafter, the other party shall either agree to a single Arbitrator or 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 or to 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 chair 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 chair 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 arbitration 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) 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) months period.

- 11.02 Each employee shall have reasonable access to her file for the purposes of reviewing any evaluations or formal disciplinary notations contained therein in the presence of the Employer. A copy of the evaluation will be provided to the employee at her request.

**ARTICLE 12 - SENIORITY**

- 12.01 Seniority shall be defined as the length of continuous service of an employee in a position covered by this Agreement. For the purposes of calculating seniority for a part-time employee, sixteen hundred and fifty (1650) hours worked shall equal one (1) year of seniority.
- 12.02 Newly hired employees shall be considered to be on probation for a period 450 hours worked. If retained after the probationary period, the employee shall be credited with seniority from date of last hire. With the written consent of the Hospital, the probationary employee and the President of the Local Union or 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 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.

12.03 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 13 weeks, whichever is applicable.

12.04 Seniority shall be retained by an employee in the event she 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 her 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 her 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. It is understood that the 1950 hour conversion shall apply to hours accumulated prior to ratification and that the 1650 hour conversion applies only to hours worked subsequent to ratification.

(Article 12.05 (a) is applicable to full-time employees only.)

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

It is further understood that during such absence, credit for seniority shall be suspended and not accrue during the period of absence. Notwithstanding this provision, seniority shall accrue during maternity leave or 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 for 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 premium 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.

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

12.06 For purposes of layoff and recall, seniority shall operate on a departmental-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 for layoff, recall and job posting shall contain both part-time and full-time employees. The list will specify seniority on the basis of hours worked.

12.08 It is recognized and agreed to that the employees seniority/service from date of hire and up to date of certification is retained and accrues from date of certification on. This shall also apply to any employee hired after date of certification.

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

(a) leaves of her own accord;

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

12.10 Wherever in this Agreement there is a reference to 1650 hours equalling one year or vice versa for any purpose, it is understood that such conversion is only applicable to hours or service accumulated after ratification of this Agreement. It is understood that the 1950 hour conversion shall apply to hours accumulated prior to ratification.

12.11 In the event that employees have the same seniority, the alphabetical placement of their surname shall be determinative.

**ARTICLE 13 - LAYOFF AND RECALL**

**APPLICABLE TO REGULAR PART-TIME AND FULL-TIME ONLY**

13.01 In the event of a proposed 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
  - (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.

13.02 Any agreement between the Hospital and the Union resulting from the above review concerning the

method of implementation will take precedence over other terms of layoff in this Agreement. Notice of layoff shall be in accordance with the provisions of the Employment Standards Act.

13.03 The employer agrees that no one outside of the scope of this bargaining unit shall perform work normally performed by members of this bargaining unit which would result in lay-off of a bargaining unit member.

13.04 In the event of a layoff, the Hospital shall layoff 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.

13.05 An employee who is subject to layoff shall have the right to either:

- (a) accept the layoff and be placed on a recall list for twenty-four (24) months; or
- (b) displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to layoff can perform the duties of the lower or identical classification without training other than that which is provided to employees newly hired for the position. Such employee so displaced shall be laid off, subject to her rights under this section.



- 13.06 Eligible employees shall receive Severance Pay in accordance with the provisions of The Employment Standards Act, R.S.O. 1980.
- 13.07 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 she would have achieved in the lower classification based on her service and experience with the Hospital.
- 13.08 a) An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided she 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 she had at the time of the layoff.
- b) An employee on layoff who subsequently becomes capable and qualified to perform the duties of a lower and identical paying classification without training other than orientation within 12 months of her layoff shall have the right to displace an employee who has lesser bargaining unit seniority and who is the least senior employee in that classification upon providing ten weeks' advance written notice to the Hospital.
- 13.09 An employee recalled to work in a different classification from which she was laid off, **or** an

employee who has displaced an employee in a **lower** classification shall be entitled to return to the position she 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 her 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.

13.10 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 her proper address being on record with the Hospital.

13.11 The parties agree that they will participate in a central Job Registry where the vehicle to do so exists.

**ARTICLE 14 - TECHNOLOGICAL CHANGE**

**APPLICABLE TO FULL-TIME AND REGULAR PART-TIME ONLY**

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.

**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) pregnancy and parental leaves of absence;
- (d) leave of absence not expected to exceed six (6) months;
- (e) vacation;
- (f) 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 her 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.
- 15.03 A copy of the posted notice will be sent to the local President or her 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 her 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 her 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 she shall receive no less an increase in wage rate than the equivalent of one step in the wage rate of her previous classification (provided that she does not exceed the wage rate of the classification to which she 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 her date of selection.

**ARTICLE 16 - LEAVES OF ABSENCE**

**APPLICABLE TO FULL-TIME AND REGULAR PART-TIME ONLY**

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 her 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 twenty-five **(25)** days per year. 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).

16.02 (a) (ii) The cumulative total leave of absence for the bargaining unit shall be twenty-five **(25)** days per year. Employees requesting leave under this provision shall provide written notice as far in advance as possible with only 1 employee per department being allowed leave at any one time which allowance is subject to the efficiencies as determined by the Hospital.

16.02(b) Union Position Leave - F.T.

When an employee is elected as the Union's President or First Vice-president (Provincially) or appointed to a Temporary position with the Union, including a M.D.T. position, the Union will immediately following such election/appointment advise the Employer of the name of the employee so elected/appointed. Leave of absence shall be granted from the employee's place of employment for the duration of the current term of office/appointment and seniority and credits shall continue to accrue. The Union shall reimburse the Employer the amounts paid on behalf of the employee, including pay and benefits.

16.02(c) Where an individual of the bargaining units represented centrally by OPSEU is elected or

appointed as an Executive Board Member, Executive Officer, or member of the central negotiating committee, or member of the 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.

16.02(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

Any employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for up to three consecutive scheduled working days off without loss of regular pay from regularly scheduled hours within the seven



(7) calendar day period commencing four (4) calendar days prior to the day of the funeral of a member of her 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, 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.

In addition to the foregoing, where any 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.

**APPLICABLE TO FULL-TIME AND REGULAR PART-TIME ONLY**

(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 30 of the supplemental unemployment benefit. That benefit will be equivalent to the difference

who is on parental leave as provided under this Agreement and who is in receipt of Unemployment Insurance parental benefits pursuant to Section 30 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 above provision is to be amended to comply with the U.I. Act Regulation 57(13).

(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 an extension of the parental leave shall not be unreasonably withheld.

**FOR FULL-TIME EMPLOYEES**

It is understood that during any such extension of the parental leave, credit for service or seniority for the purpose 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 **she** is participating for the period of absence.

**FOR REGULAR PART-TIME EMPLOYEES**

It is understood that during such extension of the parental leave, seniority and service do not accumulate.

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 absence before commencement of the current contractual maternity leave provisions.

16.07 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.

**16.08** Pre-Paid Pla

(a) Purpose

The Pre-Paid Leave Plan is a plan developed to afford employees the opportunity to take 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 or 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 her application as soon as 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 26.09 (1) and from any one department shall be (number subject to local negotiations) (one). 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) year's 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) year's 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

The manner in which the deferred salary is held shall be at the discretion of the Hospital. The employee will be made aware, in advance of having to sign any formal agreement, of the manner of holding such deferred salary.

Interest which is accumulated during each year of the deferral period shall be paid out to the employee in accordance with Part LXVIII of the Income Tax Regulations, Section 6801.

(g) Health and Welfare Benefits

All benefits shall be kept whole during the deferral period of the plan.

Full-Time Employees Only

Employees will be allowed to participate in health and welfare benefits plans during the year of the leave, but the full cost of such plans will be borne by the employees. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan.

Notwithstanding the above, employees will not be eligible to participate in the disability income plan during the year of the leave.

(h) Seniority and Service

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 her 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.

(j) Withdrawal Rights

(i) A participant may withdraw from the plan at any time up 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 endeavour to find a temporary replacement for the employee, as far in advance as practicable. If the Hospital is



unable to find a suitable replacement, it may postpone the leave. If, after a period of postponement, a suitable temporary replacement cannot be found, the Hospital will have the option of considering a further postponement or of collapsing the plan. The employee, subject to such a postponement, will have the option of remaining in the plan and rearranging the leave at a mutually agreeable time, or of withdrawing from the plan as outlined in Article 16.09 (j).

(I) 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 her 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**

**APPLICABLE TO FULL-TIME 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.  
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 or equivalent plan 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.
- 17.05 Sick leave banks standing to the credit of an employee shall be utilized to supplement payment for sick leave days which would otherwise be paid at less than full wages, or for sick leave days at no wages.

- 17.06 Payout of sick leave credits shall be made on termination of employment or, in the case of death, to the employee's estate. The amount of the payment shall be a cash settlement at the employee's then current salary rate for 50% of any unused sick credits accumulated under the previous sick leave credit plan.
- 17.07 Where an employee, employed as of the effective date of the transfer to HOODIP or equivalent, did not have the required service to qualify for payout on termination, she shall be entitled to the same payout provisions as set out in Article 17.06 above, providing she subsequently achieves the necessary service to qualify for payout under those provisions.
- 17.08 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 Worker's Compensation Board as compensable within the meaning of the Worker's Compensation Act the Hospital, on application from the employee, will supplement the award made by the Worker's 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.
- 17.09 " It is understood and agreed that employees, while receiving benefits under Part II of such program

(Long Term Disability), shall not be entitled to accumulate vacation entitlement.

**APPLICABLE TO FULL-TIME AND REGULAR PART-TIME**

- 17.10 Employees absent due to illness or injury for five (5) scheduled working days or longer must provide the Hospital with a certificate of fitness from a medical doctor in the form and substance as determined by the Hospital. The Hospital has the right to require medical certificates for absences due to illness or injury for such shorter periods in which case it will be at no expense to the employee.

**ARTICLE 18 - HOURS OF WORK**

**APPLICABLE TO FULL-TIME ONLY**

- 18.01 (a) (i) Subject to Article 4.04, the normal or standard work week shall be an average of thirty-seven and one-half (37 1/2) hours, 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)).
- (ii) Hours shall be averaged over a four-week period for regular tours. This provision does not constitute a guarantee of hours per day or per week.

**APPLICABLE TO REGULAR PART-TIME ONLY**

- 18.01(b) (i) Subject to Article 4.04, the normal or standard work day shall be seven and one-half (7 1/2) hours per day and the normal or standard full-time work week shall be an average of thirty-seven and one-half (37 1/2) hours per week except in those Hospitals where agreements already provide a normal or standard work day of less than seven and one-half hours and a normal or standard full-time work week of less than thirty-seven and one-half (37 1/2) 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 worked at the Hospital concerned are to thirty-seven and one-half (37 1/2) hours).

Part-time employees shall be entitled to overtime pay at the rate of time and one-half (1 1/2) 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 or standard full-time work week.

(ii) The length of time over which the hours of work per week are to be averaged shall be four (4) weeks for regular tours.

(iii) Split shifts shall not be scheduled.

- 18.01(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 tours beyond the normal or standard work day in accordance with

the provisions set out in Article 28.05 of the collective agreement.

**APPLICABLE TO FULL-TIME EMPLOYEES**

- 18.02 (a) 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.

**APPLICABLE TO PART-TIME EMPLOYEES**

- 18.02 (b) 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 full 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.

**APPLICABLE TO FULL-TIME ONLY**

- 18.04 Where an employee has worked and accumulated approved overtime hours (other than overtime hours related to paid holidays) up to a maximum of the equivalent of one (1) 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 may be taken within the succeeding two (2) pay periods 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.

**APPLICABLE TO FULL-TIME ONLY**

- 18.05(a) If an employee is authorized to work, during the lunch break, due to the requirements of patient care, she will be paid time and one-half (1 1/2) her regular straight time hourly rate for all time worked in excess of her normal daily hours.

**APPLICABLE TO PART-TIME ONLY**

- 18.05(B) If an employee is authorized to work, during the lunch break, due to the requirements of patient care, she will be paid her regular straight time hourly rate for all hours worked. Notwithstanding this provision, she will be paid time and one-half (1 1/2) her 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 her 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 (a) Failure to provide (19) 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 (19) hour period.

Where the (19) 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.

18.07(b) Article 18.07(a) shall not apply to persons working shifts in excess of seven and one-half (7 1/2) hours.

18.08(a) Where a full-time 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.

18.08(b) Where a regular part-time employee's scheduled shift is cancelled by the Hospital with less than 12 hours' notice, she shall receive time and one-half (1 1/2) her regular straight time hourly rate for all hours worked on her next shift.

18.09 **An** employee who reports to work **as** scheduled, unless otherwise notified by the Employer, shall receive a minimum of four (4) hours' pay at her regular straight time hourly rate. She shall be required to perform any work assigned by the Employer which she is capable of doing, if her regular duties are not available.

18.10 Notwithstanding any other provision in Article 18, the parties recognize that some employees covered by this Agreement may have hours of work which are other than the normal or standard work day. These employees shall receive overtime at one and one-



half (1 1/2) times their regular rate for all hours worked in excess of 7 1/2 hours per day except that employees who work extended tours will only receive time and one-half for hours worked in excess of their regular tour 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, except that paid holidays shall be at three dollars (\$3.00) per hour. 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. It is agreed that an employee** is only eligible for standby pay for the hours the employee is scheduled by the Hospital to be on standby.

**ARTICLE 20 - CALL BACK**

**20.01** An employee who is called for work after leaving the Hospital premises and outside of her regular scheduled hours, shall be paid a minimum of no less than two (2) hours' pay (except those employees not on standby who are called in who shall receive 3 hours) at time and one-half (1 1/2) her regular straight time hourly rate for work performed on each call-in. In the event that such two (2) hour period overlaps and extends into her regular shift, she will receive the two (2) hour guarantee payment at time and one-half (1 1/2) and her regular hourly rate for the remaining hours of her 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.

**FOR PART-TIME EMPLOYEES**

For the 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.

**ARTICLE 21 - SHIFT PREMIUM**

21.01 Employees shall be paid a shift premium of one dollar (\$1.00) per hour for each hour worked which falls within the hours defined as an evening shift and one dollar and twenty-five cents (\$1.25) for each hour worked which falls within the hours defined as a night shift provided that such hours exceed two (2) hours if worked in conjunction with the day shift. shift premium will not form part of the employee's straight time hourly rate.

**NOTE:** For Extended Tours, the present practice with respect to shift premium shall remain.

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 weekends worked, she 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 her home, as a result of being called back to work outside for her regularly scheduled hours, the Hospital will pay transportation costs either by taxi or by her own vehicle at the rate of 26 cents/km to a maximum of \$14.00 per round trip from employee's resident to Hospital 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, she shall be paid a premium equal to the greater of her next or last increment in her 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(a) **APPLICABLE TO PART-TIME ONLY**

For the purposes of Article 25.02, following are the designated holidays:

New Year's Day	Civic Holiday
Flag Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

In the event that Heritage Day or some other day is proclaimed as a Statutory Holiday, such day shall be substituted for Flag Day.

25.01(b) (i) **APPLICABLE TO FULL-TIME ONLY**

For the purposes of this Agreement, the following shall be recognized as paid holidays:

New Year's Day	Civic Holiday
Flag Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

In the event that Heritage Day or some other day is proclaimed as a Statutory Holiday, such day shall be substituted for Flag Day.

25.01(b) (ii) In order to qualify for holiday pay, an employee must:

- a) have completed twenty (20) working days of employment, and
- b) worked her full scheduled shifts immediately preceding and immediately following the holiday, except in cases of excused illness in which case the employee shall receive holiday pay provided she has worked a full scheduled shift in the week immediately preceding and following the holiday, and

- c) report for work if scheduled to work on the holiday.

**25.02 (a) APPLICABLE TO FULL-TIME ONLY**

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) her regular straight time rate of pay for all hours worked on such holiday, subject to Article 25.03. In addition, she will receive a lieu day off with pay in the amount of her 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.

**25.02(b) APPLICABLE TO PART-TIME ONLY**

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) her regular straight time rate of pay for all hours worked on such holiday, subject to Article 25.03.

**25.03** Where an employee is required to work on a paid holiday for which she is paid at the rate of time and one-half (1 1/2) her 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) she shall receive two (2) times her regular straight time hourly rate for such additional hours worked.

APPLICABLE TO FULL-TIME ONLY (25.04 TO 25.07)

- 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 **An** earned lieu day must be taken within 90 days of the time at which it is earned on a day which is agreed to by the employee and the Hospital.
- 25.06 If a paid holiday is observed during a full-time employee's vacation period or on her regular day off she **shall** be granted a day off in lieu on a date to be selected by agreement between the Hospital and the employee and she shall be paid for such lieu day at the prescribed rate.

ARTICLE 26 - VACATIONS

**APPLICABLE TO FULL-TIME ONLY**

26.01(a) 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 five (5) years of continuous service.

All employees shall receive five (5) weeks vacation after fifteen (15) years of continuous service and six (6) weeks vacation after 25 years of continuous service.

26.01(b) **APPLICABLE TO REGULAR PART-TIME ONLY**

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. Equivalent years of service shall be used to determine vacation pay entitlement. Effective upon ratification, equivalent years of service accrued after ratification shall be calculated on the basis of one (1) year of service for each 1650 hours worked. It is understood that the 1950 hour conversion shall apply to hours accumulated prior to ratification and that the 1650 hour conversion applies to hours worked subsequent to ratification.

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.

**APPLICABLE TO FULL-TIME ONLY**

26.02 Where an employee's scheduled vacation is interrupted due to serious illness or injury which commenced prior to and continues in 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 (a) APPLICABLE TO FULL-TIME ONLY**

For the purposes of calculating vacation entitlements, the calculation shall be made as of June 30 of a year and the vacation year runs from July 1 to June 30.

**26.04 (b) APPLICABLE TO PART-TIME**

For the purposes of calculation of vacation pay, the calculation shall be made as of June 30 of a year and the vacation year runs from July 1 to June 30.

**APPLICABLE TO FULL-TIME ONLY**

26.05 Vacations shall be arranged and taken at a time mutually convenient to the Hospital and the employee subject to the efficient operation and needs of the department.

**ARTICLE 27 - HEALTH AND WELFARE BENEFITS**

**APPLICABLE TO FULL-TIME ONLY**

**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.

**APPLICABLE TO FULL-TIME ONLY**

**27.02 Extended Health Care**

The Hospital shall contribute on behalf of each eligible employee seventy-five (75%) of the billed premium under the Extended Health Care Plan (Blue

Cross \$15-25 plan including hearing aides 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 (subject to appropriate Union and employer recruitment).

**APPLICABLE TO FULL-TIME ONLY**

**27.03** Dental Plan

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.

**APPLICABLE TO FULL-TIME ONLY**

**27.04** 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, enrol in the Plan when eligible in accordance with its terms and conditions.

**APPLICABLE TO FULL-TIME ONLY**

**27.06** 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.

**APPLICABLE TO FULL-TIME ONLY**

27.07 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.

**APPLICABLE TO FULL-TIME ONLY**

27.08 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.

**APPLICABLE TO PART-TIME ONLY**

27.09 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 Hospital, as part of direct compensation or otherwise, including holiday pay, health and welfare, pension, sick pay, save and except salary, vacation **pay**, standby pay, call-in pay, responsibility pay, jury and witness duty, bereavement leave and maternity supplemental employment benefits) an amount equal to 13% of her regular straight time hourly rate for all straight time hours paid. If a part-time employee participates in the pension plan, the percentage in lieu shall be 9%.

**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 Contract 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 employee occurs. This clause will not apply in circumstances where the Hospital no longer provides particular service 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 Extended tours shall be governed by any letter of agreement by the parties which is in effect and has not been terminated.

28.06 It shall be the duty of the employee to notify the Hospital within 3 working days of any change of address or telephone number or direct deposit bank account number. If an employee fails to do this, the Hospital will not be responsible for failure to notify or contact the employee or for direct deposit not being properly made.

28.07 The Hospital will undertake a 50/50 sharing with the union of all costs associated with the printing and distribution of the Collective Agreement.

**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 hospital experience, as determined by the Hospital, to a maximum of two increment levels below the maximum of the salary scale.
- Effective upon ratification, 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.

29.03 Part-time employees will accumulate service for purposes of progression on the salary grid, on the basis of one year of service for each **1650** hours worked. This conversion applies only to hours accrued after the date of ratification. It is understood that the **1950** hour conversion shall apply to hours accumulated prior to ratification and that the 1650 hour conversion applies to hours worked subsequent to ratification.

Notwithstanding this provision, the calculation of service for purposes of progression on the salary grid 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.

29.04 Salaries

The **wage** schedules in effect during the term of this Agreement shall be those set out in Appendix "A" attached to and forming part of this Agreement.

29.05 It is understood and agreed that all wage rate increases or reductions provided under Appendix "A" will be effective on the closest pay period following the date so shown.

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 March 31, 1994 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 (a) In the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, either party may give notice to the other of its desire to bargain for the renewal of this Agreement within 120 days prior to the termination date of this Agreement. Negotiations on local matters shall take place during the period from 120 to 60 days prior to the termination date of this Agreement. It is understood and agreed 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 **as** being subjects for local bargaining directly between the parties to this Agreement. It is also agreed that local bargaining shall be subject to such procedures as may be determined by mutual agreement between the central negotiating committees referred to 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 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 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.

- 31.03 If either party gives notice to the other party within the time fixed for providing notice under this provision that it wishes to revert to the bargaining units contained in the certificates issued by the Ontario Labour Relations Board, then the renewal negotiations will be separate and will be based upon the Ontario Labour Relations Board certificates.

DATED at Wallaceburg, this \_\_\_\_\_ day of June, 1994.

For the Union

For the Employer

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Appendix "A"  
Wage Grids

CLASSIFICATION	S	1	2	3	4	5	6	7	8	9
Registered Technologist	18.53	19.43	20.04	20.79	21.55	22.30	23.05	23.81	24.5 6	25.3 1
Senior Technologist	19.64	20.59	21.24	22.03	22.84	23.63	24.42	25.24	26.0 3	26.8 3
Physiotherapist	20.48	21.53	22.58	23.63	24.68	25.73	26.78			
Med.Rec.Tech. Phys. Assist.	15.67	16.26	16.86	17.44	18.02					
E.C.G. Tech Activities Dir.	16.77	17.40	18.03	18.65	19.28					
Social Worker (M.S.W.)	22.26	23.40	24.55	25.70	26.85	28.00	29.15			

NOTE TO APPENDIX "A"

The applicable salary (wage rate) as specified in Schedule A is based upon years of service (actual in the case of full-time and converted in the case of part-time) in the job classification. The employee on qualifying for the highest rate in the job classification shall remain at such salary (rate).

LETTER OF INTENT

Re: Pay Equity

The Parties confirm the inter-relationship of the negotiated wage rates with a pay equity plan 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