

SOURCE	HOSP		
EFF.	91	04	01
TERM.	93	03	31
No. OF EMPLOYEES	45		
NOMBRE D'EMPLOYÉS	df		

**OPSEU**

**CENTRAL HOSPITAL AGREEMENT**

**(MEDICAL TECHNOLOGISTS UNIT)**

**COMBINED FULL-TIME AND PART-TIME**

**COLLECTIVE AGREEMENT**

**BETWEEN**

**TRENTON MEMORIAL HOSPITAL**

**AND**

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION**

**AND ITS LOCAL 403**

**EXPIRES: March 31, 1993**

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**COLLECTIVE AGREEMENT**  
between  
**TRENTON MEMORIAL HOSPITAL**  
**(Hereinafter referred to as the "Hospital")**  
and  
**ONTARIO PUBLIC SERVICE EMPLOYEES UNION**  
**(Hereinafter referred to as the "Union")**  
**AND ITS LOCAL 403**

**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 - SCOPE AND RECOGNITION**

2.01 The Employer recognizes the Union as the sole bargaining agent of all paramedical employees of the Trenton Memorial Hospital, save and except supervisors, persons above the rank of supervisor and

persons for whom any trade union held bargaining rights as of April 9, 1986.

For the purpose of clarity, supervisor shall include Chief Technologist and Laboratory Supervisor but shall not include senior or charge technologist positions.

Further for the purposes of clarity, the term 'paramedical' includes, occupational therapists, speech therapists, speech pathologists, physiotherapists, therapeutic and administrative dieticians, registered and non-registered pathological technologists, radiological technologists (radiography), radiological technologists (nuclear medicine), registered and non-registered EEG, ECG and ophthalmology technicians, registered and non-registered ultrasound technologists, glaucoma technicians, ear, nose and throat technicians, cardiovascular technicians, electroencephalographists, electrical shock therapists, laboratory technicians, laboratory assistants, electronic technicians, psychologists, psychometrist, pharmacists, pharmacy technicians, remedial gymnasts, medical records librarian, social workers, child care workers, nutritionists, dental health educators, biomedical technicians, senior and charge technologist positions.

- 2.02 The Employer agrees to notify the Unit Steward of the name and address of any new employee within the bargaining unit.

**ARTICLE 3 - MANAGEMENT RIGHTS**

3.01 The Union recognizes that the management of the Hospital and the direction of the working force are fixed exclusively in the Employer and shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay-off, recall and suspend or otherwise discipline employees provided that a claim of discharge or discipline without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) determine, in the interest of efficient operation and highest standards of service, job rating or classification, the hours of work, work assignments, methods of doing the work and the working establishment for any service;
- (d) determine the number of personnel required, the services to be performed and the methods, procedures and equipment in connection therewith;
- (e) make and enforce and alter from time to time rules and regulations to be observed by the employees, provided that such rules and regulations shall not be inconsistent with the provisions of this Agreement.

**ARTICLE 4 -****ARTICLE 5 - NO**

5.01 The Hospital and the Union agree that there will be no discrimination, interference, intimidation,

restriction or coercion exercised or practiced by any of their representatives with respect to any employee because of his membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising his rights under the Collective Agreement.

- 5.02 It is agreed that there will be no discrimination by either party or by any of the employees covered by this Agreement on the basis of race, creed, colour, national origin, sex, marital status, age, religious affiliation or any other factor which is not pertinent to the employment relationship.

ARTICLE 6 - NO STRIKE/NO LOCKOUT

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

ARTICLE 7 - UNION SECURITY

- 7.01 The Hospital will deduct from each employee in the bargaining unit an amount equal to the regular monthly union dues designated by the Union 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 shall be remitted by the Hospital to the Union's Director of Finance no later than the 15th of the month following the month in which such deductions were made. In consideration of the deducting and forwarding of union dues by the

Hospital, the Union agrees to indemnify and save harmless the Hospital against any claims or liabilities arising or resulting from the operation of this Article.

**ARTICLE 8 - REPRESENTATION AND COMMITTEES**

**8.01 Union Stewards**

- (a) The Hospital agrees to recognize three (3) 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 from time spent in performing the above duties during his regular scheduled working hours.

The number of stewards, the areas which they represent, are to be determined locally and will be set out in Article 8.01 (b).



(b) The Hospital agrees to recognize three (3) Union stewards.

8.02 Grievance Committee

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

8.03 Labour-Management Committee

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

8.04 (a) Negotiating Committee

The Hospital agrees to recognize a negotiating committee comprised of three (3) members to be elected or appointed from the bargaining unit. Where the Hospital participates in central bargaining, the purpose of the negotiating committee shall be to negotiate local issues as defined in this Collective Agreement. Where the

Hospital does not participate in central bargaining, the purpose of the negotiating committee shall be to negotiate a renewal of this Collective Agreement. The Hospital agrees that the members of the negotiating committee shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending negotiating meetings with the Hospital up to, and including, conciliation.

The number of members on the negotiating committee shall be determined locally.

(b) Pay for Central Negotiating Committee

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

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

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

**ARTICLE 9 - ACCIDENT PREVENTION -  
HEALTH & SAFETY COMMITTEE**

- 9.01 The Hospital and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.
- 9.02 Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident ,Prevention - Health and Safety Committee, at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees.
- 9.03 Such Committee shall identify potential dangers and hazards, institute means of improving health and safety 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(s) to attend meetings of the Accident Prevention - Health and Safety Committee in accordance with the foregoing, shall be granted and any representative(s) attending such meetings during their regularly scheduled hours of work, shall not lose regular earnings as a result of such attendance.
- 9.07 The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.

**ARTICLE 10 - GRIEVANCE & 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 purposes of this Agreement, a grievance is defined as a difference arising between a member of the bargaining unit and the Hospital relating to the interpretation, application, administration or alleged violation of the Agreement.
- 10.03 It is the mutual desire of the parties hereto that complaints shall be adjusted as quickly as possible,

and it is understood that an employee has no grievance until he has first given his immediate supervisor the opportunity of adjusting his complaint. Such complaint shall be discussed with his immediate supervisor within seven (7) calendar days from the event giving rise to the grievance, or from when the employee should have reasonably become aware of the event giving rise to the grievance and, failing settlement within seven (7) calendar days, it shall then be taken up as a grievance within the seven (7) calendar days following his immediate supervisor's decision in the following manner and sequence:

Step No. 1

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

Step No. 2

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

Department Head are the same person. Failing settlement, then:

Step No. 3

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

10.04 Policy Grievance

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

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

**10.05 Group Grievance**

Where a number of employees have identical grievances and each one would be entitled to grieve separately, they may present a group grievance in writing, signed by each employee who is grieving, to the Department Head or his designate within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred. The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the handling of such grievance.

**10.06 Discharge Grievance**

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

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

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

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



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

other provisions referring to arbitration board shall appropriately apply.

**ARTICLE 11 - LETTERS OF REPRIMAND  
AND ACCESS TO FILES**

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- 11.01 Any letter of reprimand or suspension will be removed from the record of an employee eighteen (18) months following the receipt by the employee of such letter or suspension provided that the employee's record has been discipline free for such eighteen (18) month period.
- 11.02 Each employee shall have reasonable access to his file 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 his request.

**ARTICLE 12 - SENI**

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

It is understood and agreed that any extension to the probationary period will not exceed an additional sixty (60) tours (450 hours of work for employees

whose regular hours of work are other than the standard work day) worked or such lesser period as may be agreed by the parties. The release of a probationary employee shall not be the subject of a grievance or arbitration.

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

12.03 .(a) Part-time employees shall have their seniority expressed on the basis of number of hours worked.

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

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

time seniority. For the purposes of the application of seniority, under the agreement but not for the purposes of service under any provisions of the agreement, an employee whose status is changed from part-time to full-time shall receive credit for his seniority on the basis of one (1) year of seniority for each 1650 hours worked. Any time worked<sup>2</sup> in excess of an equivalent shall be pro-rated at the time of transfer.

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

12.05 (Applicable to Full-Time Employees only.)

(a) Effect of Absence

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

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

In addition, the employee will become responsible for full payment of subsidized employee benefits in which he is participating for the period of the

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

It is further understood that during such absence, credit for seniority shall be suspended and not accrue during the period of absence. Notwithstanding this provision, seniority shall accrue 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 premiums of the subsidized employee benefits in which the employee is participating for up to seventeen (17) weeks from the commencement of the leave while the employee is on pregnancy leave, and for up to eighteen (18) weeks from the commencement of the leave while the employee is on parental leave, unless the employee does not intend to pay her contributions.

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

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

12.07 Seniority lists and layoff and recall rights for full-time employees shall be separate from seniority lists and layoff and recall rights for part-time employees.

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

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

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

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

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

(a) leaves of his own accord:

(b) is discharged and the discharge is not reversed through the grievance or arbitration procedure;

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

### ARTICLE 13 - LAYOFF AND RECALL

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

- 13.01 In the event of a proposed layoff at the Hospital of a permanent or long term 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 In the event of layoff, the Hospital shall lay off employees in the reverse order of their seniority within their classification, providing that those employees who remain on the job have the qualifications and ability to perform the work.

13.04 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 department if the employee originally subject to layoff can perform the duties of the lower or identical classification without training other than orientation. Such employee so displaced shall be laid off, subject to his rights under this section.



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

13.06 An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided he has the qualifications and ability to perform the work, before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been completed. An employee who is recalled shall be credited with the seniority he had at the time of the layoff.

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

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

13.08 The Hospital shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Hospital (which

notification shall be deemed to be received on the fifth day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Hospital.

#### ARTICLE 14 - TECHNOLOGICAL CHANGE

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

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

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

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

Note: Article 14 applies to Full-time and Regular Part-Time Employees ONLY.

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 (6) months.

ARTICLE 15 - J POSTING, ( ) ; 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 his former position. Such employee 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 his designate, within the aforementioned seven (7) calendar days.
- 15.04 The name of the successful applicant will be posted and a copy sent to the local President or his designate.

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

The employee's anniversary date shall be adjusted.

- 15.09 An employee selected as a result of a posted vacancy need not be considered for a further vacancy for a period of up to six (6) months from his date of selection.
- 15.10 Where there are no successful applicants ~~from~~ within the bargaining unit for posted vacant positions, employees in other OPSEU Paramedical bargaining units at the Hospital will be considered for such staff transfers or promotions prior to considering persons outside OPSEU Paramedical bargaining units at the Hospital. The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with Article 15, and selection shall be made in accordance with Article 15.06. All provisions of Article 15 will apply to employees selected in accordance with this provision.

#### ARTICLE 16 - LEAVES OF ABSENCE

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

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

16.02 (a) Local Union Business Leave

- i) 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 shall not exceed forty (40) 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).

ii) Notice for such leave will be at least ten (10) days and no more than four (4) members shall be granted leave at any one time. Of the four (4) members granted leave there shall be only one from each department except laboratory which may have two (2), except microbiology and histology which may only have one (1) member away at any one time.

(b) Union Position Leave - F.T.

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

(c) Where an individual of the bargaining units represented centrally by OPSEU is elected or appointed as an Executive Board Member, Executive Officer, member of the central negotiating committee, or member of Medical

Division Executive, such individual shall be granted leave of absence for the time off required to exercise the duties of such appointment. The notice requirements to obtain such time off shall be governed in accordance with the leave of absence policy and procedure of the affected Hospital. Such positions shall be limited to two (2) members from a Hospital with no more than one individual from within a section/division within a Department.

- (d) For leaves of absence without pay for Union business under the terms of this Agreement, including unpaid leave for members of the Central Negotiating Team, the employee's salary and applicable benefits will be maintained by the Hospital and the Union will reimburse the Hospital for the cost of salary and benefits. The Hospital will bill the Union and the Union will reimburse the Hospital within a reasonable period of time.

(Applicable to full-time employees only)

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 (3) consecutive scheduled working days off without loss of regular pay from regularly scheduled hours within the seven (7) calendar day period commencing three (3) calendar days



prior to the day of the funeral of a member of his immediate family.

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

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

#### 16.04 Jury and Witness Duty

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

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

**Applicable to Pull-Tire Employees**

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

**Applicable to Part-Time Employees**

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

16.05 (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 employees and regular part-time employees)

(ii) Effective on confirmation by the Unemployment Insurance Commission of the

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

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

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

(b) Parental Leave

(i) Parental leaves will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this agreement.

(Applicable to full-time employees and regular part-time employees)

(ii) Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan, and retroactive to date of confirmation by the Unemployment Insurance Commission, an employee who is on parental leave as provided under this agreement and who is in receipt of Unemployment Insurance parental benefits pursuant to Section 20 of the Unemployment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (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 ten (10) months of continuous service at the hospital prior to the commencement of the parental leave.

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

(iii) (Applicable to Full-Time Employees)

Where an employee has become a natural father or has qualified to adopt a child and has at least ten (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.

It is understood that during any such extension of the parental leave, credit for service or seniority for the purposes of salary increments, vacations, sick leave, or any other benefits under any provisions of the collective agreement or elsewhere shall be suspended during such leave and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which he or she is participating for the period of the absence.

(Applicable to Part-Time Employees)

Where an employee has become a natural father or has qualified to adopt a child and has at least ten (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.

It understood that during any 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 of 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 Leave (Effective Date: April 1, 1989)

(a) Purpose

The Pre-Paid Leave Plan is a plan developed to afford employees the opportunity to take a one (1) year leave of absence, funded solely by the employee through the deferral of salary over a

defined period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801 (as may be amended from time to time).

(b) Application

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

- (c) The total number of employees that may be accepted into the Pre-Paid Leave Plan in any one plan year as defined in Article 16.08 (1) shall be: Departments with ten (10) or less employees shall allow one (1) person to be on pre-paid leave at one time. Departments with ten (10) or more employees shall allow two (2) employees to be on pre-paid leave at one time. Where there are more applications than spaces allotted, seniority shall govern subject to 16.08 (b) above.



(d) Nature of Final Agreement

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

- (a) A statement that the employee is entering the plan in accordance with Article 16.08 of the Collective Agreement.
- (b) The period of salary deferral and the period for which the leave is requested.
- (c) The manner in which the deferred salary is to be held.

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

(e) Deferral Plan

The deferral portion of the plan shall involve an employee 'spreading four (4) years' salary over a five (5) year period, or such other schedule as may be mutually agreed between the employee and the Hospital. In the case of the four (4) 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 his former position unless it is no longer available. In such a case the employee will be given a comparable job, if possible, or the layoff provisions will be applied.

(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 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).

(l) Plan Year

The year for the purposes of the plan shall be from September 1 of one year, to August 31 of the following year, or such other years as the parties may agree to.

(m) Status of Replacement Employee

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

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

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

release or discharge of such employees will not be subject of a grievance or arbitration.

16.09 Other Leaves

The Employer may grant leave of absence without pay for other reasons at its discretion. Such leave shall be for stated periods and shall not exceed a year, unless both the Union and the Employer mutually agree otherwise.

ARTICLE 17 - SICK LEAVE AND LONG-TERM DISABILITY

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

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

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

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

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

- 17.04 Any dispute which may arise concerning an employee's entitlement to short-term or long-term benefits under HOODIP may be subject to grievance and arbitration under the provisions of this Agreement.
- 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 any unused sick credits to the maximum provided under the previous accumulating 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, he shall be entitled to the same payout provisions as set out in Article 17.06 above, providing he 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 Workers' Compensation Board as compensable within the meaning of the Workers' Compensation Act the Hospital, on application from the employee, will supplement the award made by the Workers' Compensation Board for loss of wages to the employee by such amount that the award of the Workers'

Compensation Board for loss of wages, together with the supplementation of the Hospital, will equal one hundred percent (100%) of the employee's net earnings to the limit of the employee's accumulated sick leave credits. Employees may utilize such sick leave credits while awaiting approval of a claim for Workers' Compensation.

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**18 - HOURS OF WORK & OVERTIME**

18.01 (a) Applicable to Full-Time Employees.

- i) The normal or standard work week shall be an average of thirty seven and one-half ( $37\frac{1}{2}$ ) hours, with a normal or standard work day of seven and one-half ( $7\frac{1}{2}$ ) hours exclusive of the unpaid thirty (30) minute meal period, except in those Hospitals where agreements already provide a standard or normal work week of less than thirty-seven and one-half ( $37\frac{1}{2}$ ) hours per week and seven and one-half ( $7\frac{1}{2}$ ) 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 ( $37\frac{1}{2}$ ) hours). Such hours shall be worked in accordance with shift schedules as determined by the Hospital, which shall be posted at least thirty (30) days in advance.

The length of time over which the hours of work per week are to be averaged shall be

determined locally and shall be set out in Article 18.01 (a) (ii).

- ii) The hours of work per week shall be averaged over a six (6) week period.

18.01 (b) Applicable to Part-Time Employees.

- i) The normal or standard work day shall be seven and one-half (7½) hours per day and the normal or standard full-time work week shall be an average of thirty-seven and one-half (37½) hours per week except in those hospitals where agreements already provide a normal or standard work day of less than seven and one-half (7½) hours and a normal or standard full-time work week of less than thirty-seven and one-half (37½) hours. (Those Hospitals with the lesser required hours shall reflect in the salary rates a pro-rata lesser amount compared with salaries for other Hospitals based on the ratio that the standard or normal hours of work at the Hospital concerned are to thirty-seven and one-half (37½) hours).

Part-time employees shall be entitled to overtime pay at the rate of time and one-half (1½) their regular straight time hourly rate for all hours worked in excess of the normal or standard workday or in excess of the normal or standard full-time work week.

The length of time over which the hours of work per week are to be averaged shall be



determined locally and shall be set out in Article 18.01 (a) (ii).

ii) The hours of work per week shall be averaged over a *six* (6) week period.

(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.

- 18.02 (a) Applicable to Full-Time Employees  
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.
- (b) Applicable to Part-Time Employees  
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 (1½) times the regular straight time hourly rate of pay.

*Bob  
Lester*

Note: Article 18.04 is not applicable to Part-Time Employees

18.04 Overtime Accumulation

Where an employee has worked and accumulated approved overtime hours (other than overtime hours related to paid holidays) up to a maximum of five (5) days accumulation, then such employee shall have the option of electing payment at the applicable overtime rate or time off equivalent to the applicable overtime rate (i.e., where applicable rate is one and one-half times, then time off shall be at one and one-half times). Where an employee chooses the latter option, such time off must be taken within nine (9) months of the occurrence of the overtime at a time mutually agreeable to the Hospital and the employee, or payment in accordance with the former option shall be made.

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

18.05 (a) Applicable to Full-Time Employees

If an employee is authorized to work, during the lunch break, due to the requirements of patient care, he will be paid time and one-half (1½) his regular straight time hourly rate for all time worked in excess of his normal daily hours.

(b) Applicable to Part-Time Employees

If an employee is authorized to work, during the lunch break, due to the requirements of patient care, he will be paid his regular straight time hourly rate for all hours worked. Notwithstanding this provision, he will be paid time and one-half (1½) his regular straight time

hourly rate for all time worked in excess of the normal or standard work day.

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

18.07 Failure to provide twenty-three (23) 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 (1½) times the employee's regular straight time hourly rate for only those hours which reduce the twenty-three (23) hour period.

Where the twenty-three (23) hour period is reduced as a result of an approved change of shift(s) requested by the employee(s), such premium payment shall not apply.

18.08 (a) (Full-time Only)

Where an employee's schedule is changed by the Hospital with less than twenty-four (24) hours notice, she shall receive time and one-half (1½) of her regular straight time hourly rate for all hours worked on her next shift.

(b) (Regular Part-time Only)

Where a regular part-time employee's scheduled shift is cancelled by the Hospital with less than twelve (12) hours notice, she shall receive time and one-half (1½) of her regular straight

time hourly rate for all hours worked on her next shift.

- 18.09 Employees that work either Christmas or New Year's Day shall receive at least four (4) days off during the holiday period.
- 18.10 Employees working a holiday weekend except Christmas and New Year's shall also work the Holiday Monday or Holiday Friday. Employees shall be scheduled for days in lieu within two (2) weeks on either side of the holiday so worked on a weekend except by mutual agreement.
- 18.11 Employees shall not be required to work three consecutive weekends except in an emergency situation or by mutual agreement.
- 18.12 Christmas Schedule shall be posted sixty (60) days prior to Christmas.

ARTICLE 19 - STANDBY

- 19.01 An employee required to standby or remain available for call-back duty on other than regular scheduled hours shall be paid at the rate of two dollars and fifty cents (\$2.50) per hour of standby time. Where such standby falls on any of the designated holidays listed in the collective agreement, the employee shall be paid at the rate of three dollars (\$3.00) per hour of standby time. Hours worked for call-back shall be deducted from hours for which the employee receives standby pay. However, an employee shall be entitled to a minimum of five dollars (\$5.00) for each eight hour period on standby even if called back to work.

**ARTICLE 20 - CALL BACK**

20.01 Applicable to Full-Time and Regular Part-Time Employees ONLY

An employee who is called to work after leaving the Hospital premises and outside of his regular scheduled hours, shall be paid a minimum of no less than two (2) hours' pay (except those Hospitals where 2½ or 3 hours is applicable) at time and one-half (1½) his 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 his regular shift he will receive the two (2) hour guarantee payment at time and one-half (1½) and his regular hourly rate for the remaining hours of his regular shift. The reference to leaving the Hospital premises referred to above will not be applicable where an employee remains in the Hospital on standby arrangement with the Hospital.

For Part-Time Employees

For purpose 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 An employee shall be paid a shift premium of one dollar (\$1.00) per hour for each hour worked which falls within the normal hours of the evening shift and one dollar and twenty-five (\$1.25) cents for each hour worked which falls within the normal hours of the night shift provided that such hours exceed two (2) hours if worked in conjunction with the day shift. For

night shift provided that such hours exceed two (2) hours if worked in conjunction with the day shift. For purposes of this provision, the normal or standard evening and night shift each consist of 7.5 hours. For those hospitals with lesser required hours as provided for in Article 18.01, the length of the evening and night shift will be adjusted accordingly. Shift premium will not form part of the employee's straight time hourly rate.

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

#### **ARTICLE 22 - TRANSPORTATION ALLOWANCE**

- 22.01 When an employee is required to travel to the Hospital, or to return to his home, as a result of being called back to work outside of his regularly scheduled hours, the Hospital will pay transportation costs either by taxi or by his own vehicle at the rate of five dollars (\$5.00) minimum or twenty-five cents (25¢) per kilometer whichever is greater, 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 - RESPONSIBILITIES 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 (1) full shift or more, he shall be paid a premium equal to the greater of his next or last increment in his salary range for the duration of the assignment.

ARTICLE 24 - NO PYRAMIDING

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

ARTICLE 25 - PAID HOLIDAYS

25.01 (a) Applicable to Full-Time Employees

The collective agreements shall provide eleven (11) paid holidays with appropriate payment to all employees who have completed twenty (20) days worked with the employer, provided that he fulfills the qualifying conditions, if any, set out in the respective collective agreements.

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

In addition to the above designated holidays, employees shall be entitled to two (2) additional holidays which shall be referred to as floating holidays and taken at a time mutually designated by the employee and his/her supervisor. An employee's anniversary date holiday will be taken by mutual agreement during the calendar year.

(b) Applicable to Part-Time Employees

The collective agreements shall list eleven (11) holidays for purposes of payment for work performed on such holidays.

Applicable to BOTH Full-Time and Part-Time Employees

Effective April 1, 1989, the collective agreements shall provide for twelve (12) paid holidays subject to the terms and conditions set out herein; it has been agreed that the one (1) additional paid holiday will be observed on the second Monday in June.

25.02 (a) Applicable to Full-Time Employees

An employee required to work on any of the designated holidays listed in the collective agreement shall be paid at the rate of time and one-half ( $1\frac{1}{2}$ ) his regular straight time rate of pay for all hours worked on such holiday, subject to Article 25.03. In addition, he will receive a lieu day off with pay in the amount of his regular straight time hourly rate of pay times seven and one-half ( $7\frac{1}{2}$ ) hours, except in those hospitals which have a standard work day of less than seven and one-half ( $7\frac{1}{2}$ ) hours in



which case holiday pay will be based on the standard daily hours in that hospital.

(b) Applicable to Part-Time Employees

An employee required to work on any of the designated holidays listed in the collective agreement shall be paid at the rate of time and one-half ( $1\frac{1}{2}$ ) his regular straight time rate of pay for all hours worked on such holiday, subject to Article 25.03.

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

25.04 Applicable to Full-Time Employees Only

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 the holiday pay in respect of the same day.

ARTICLE 26 - VACATIONS

26.01 (a) Applicable to Full-Time Employees Only

Registered Technologist and higher classifications who have completed less than one (1) year of continuous service shall be entitled to a vacation of 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 twenty-five (25) years of continuous service.

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

- (b) **Applicable to Regular Part-Time Employees 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. Equivalent years of service shall be calculated on the basis of one (1) year of service for each 1650 hours worked.

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

NOTE: Employees hired prior to April 17, 1985, who are currently enjoying vacation benefits superior to those set out above shall continue to receive such superior benefits.

26.02 **Not Applicable to Part-Time Employees**

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

Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be

an in-patient in a hospital, the period of such hospitalization shall be considered sick leave.

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

26.03 Should an employee terminate with less than two (2) weeks notice of termination, the vacation pay requirements of the Employment Standards Act will apply.

26.04 It is understood and agreed that vacation weeks are not necessarily continuous, although the Hospital will endeavour to ensure at least two (2) weeks of vacation will be scheduled together. The Hospital will endeavour to accommodate the wishes of the employees with respect to the choice of vacation dates subject to the right of the Employer to operate the Hospital in an efficient manner. Vacations will be scheduled in such a manner as to provide for fair distribution of the number of employees who are absent due to vacation; employees seniority and prior vacation period will be the determining factors in allocation of vacation time. Employees will have first choice for vacations provided they indicate their preference before April 1st. Employees shall be advised of their approved vacation period prior to April 15th each year.

Vacations shall not accumulate from year to year without the Hospital's approval.

**ARTICLE 27 - HEALTH AND WELFARE BENEFITS**

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

27.01 Semi-Private Hospital Insurance

The Hospital agrees to pay 100% of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross Semi-Private Plan or comparable coverage with another carrier.

27.02 Extended Health Care

Effective the first of the month following the date of the award the Hospital shall contribute on behalf of each eligible employee seventy-five percent (75%) of the billed premium under the Extended Health Care Plan (Blue Cross \$10-20 plan including hearing aids with a maximum of \$300.00 per person and vision care with a maximum of \$60.00 every 24 months per person, or its equivalent) provided the balance of the monthly premium is paid by employees through payroll deduction (subject to appropriate Union and employer recruitment). Any Hospital currently paying more than 75% of the premium shall continue to do so.

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

27.03 Dental

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 fifty percent (50%) of the monthly premium rates on behalf of active employees, the balance being paid by participating employees through payroll deduction, Employees will be enrolled in the existing Plan in accordance with the terms and conditions of the Plan.

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

- 27.04 The Employer agrees to continue to extend the benefits of the Pension Plan presently in effect to all eligible employees in the bargaining unit.

27.05 Group Life Insurance

Effective the first of the month following the date of the award agreements that provide for HOOGLIP or other equivalent group life insurance plans shall have a Hospital contribution of ninety percent (90%) toward the monthly premium of HOOGLIP or other equivalent group life insurance plan in effect for eligible full-time employees in the active employ of the Hospital on the eligibility conditions set out in the existing Agreements. Hospitals currently contributing a greater portion of the premium shall continue to do so.

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

27.06 Change of Carrier

It is understood that the Employer may at any time substitute another carrier for any Plan (other than

OHIP) provided the benefits are equivalent and are neither reduced or increased. The Employer shall provide to the Union full specifications of the benefit programs contracted for before implementation of any change.

27.07 Divisible Surplus

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

27.08 Part-Time Benefits

A part-time employee shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or in part by the hospitals, as part of direct compensation or otherwise, including holiday pay, save and except salary, vacation pay, standby pay, call-in pay, responsibility pay, jury and witness duty, bereavement leave, and maternity supplemental unemployment benefits) an amount equal to 14% of his regular straight time hourly rate for all straight time hours paid. For part-time employees who are members of HOOPP the percentage in lieu of fringe benefits is twelve percent (12%).

ARTICLE 28 - MISCELLANEOUS

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

28.02 Hepatitis B Vaccine

Where the Hospital identifies high risk *areas* where employees are exposed to Hepatitis B, the Hospital

will provide, at no cost to the employees, a Hepatitis B vaccine.

28.03 Professional Responsibility

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

28.04 Contracting Out

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

28.05 Extended Tours

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



**MODEL AGREEMENT WITH RESPECT TO EXTENDED TOUR ARRANGEMENTS**  
**MEMORANDUM OF AGREEMENT**

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

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

**Article 1 - Work Unit and Employees Covered**

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

**Article 2 - Hours of Work**

- 2.1 The normal or standard extended work day shall be \_\_\_\_\_ hours per day.
- 2.2 (Detailed description with an attached schedule where appropriate.)
- 2.3 Failure to provide (\_\_\_\_\_) hours between the commencement of an employee's scheduled shift and the commencement of such employee's next scheduled shift shall result in payment of one and one-half (1½) times the employee's regular straight time hourly rate for only those hours which reduce the (\_\_\_\_\_) hour period.

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

**Article 3 - Overtime**

- 3.01 Overtime shall be defined as being all hours worked in excess of the normal or standard extended work day, as set out in Article 2.1 of the Model Agreement or in excess of the normal or standard work week as set out in Article 18.01 of the collective agreement.

3.02 For purposes of overtime the hours of work per week shall be averaged over \_\_\_\_\_ weeks.

#### Article 4 - Rest Periods

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

#### Article 5 - Meal Periods

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

#### Article 6 - Sick Leave and Long-Term Disability

(Applicable to Full-Time Employees Only)

6.01 The short-term sick leave plan will provide payment for the number of hours of absence according to the scheduled tour to a total of 562.5 hours. All other provisions of the existing plan shall apply mutatis mutandis.

#### Article 7 - Paid Holidays

(Applicable to Full-Time Employees Only)

7.01 Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times the number of hours for a normal or standard work day as set out in Article 18.01 (a).

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

Article 8 - Vacation

8.01 (Applicable to Full-Time Only)

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

8.02 (Applicable to Part-Time Only)

As set out in Article 26.01 (b) of the collective agreement.

Article 9 - Local Provisions

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

Term

This Agreement shall be (Specify Term).

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

For the Union

For the Hospital

28.06 Innovative/Flexible Scheduling

Where the Hospital and the Union agree, arrangements regarding Innovative Scheduling/Flexible Scheduling may be entered into between the parties on a local level. The model agreement with respect to such scheduling arrangements is set out below:

MODEL AGREEMENT WITH RESPECT TO INNOVATIVE  
SCHEDULING/FLEXIBLE SCHEDULING

MEMORANDUM OF AGREEMENT

Between: The Hospital -

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

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

Article 1 - Work Unit and Employees Covered

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

Article 2 - Hours of work.

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

Article 3 - Agreed Variation From the Collective Agreement

(Collective Agreement provisions to be varied.)

Article 4 - Rest Periods

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

Article 5 - Meal Periods

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

Article 6 - Local Provisions

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

Term

This Agreement shall be (Specify Term).

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

For the Union

For the Hospital

\_\_\_\_\_

\_\_\_\_\_

**28.07 Modified Work**

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

**28.08 Job Sharing**

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

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

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

A full-time employee who transfers to a regular part-time position under the job sharing arrangement, or subsequently returns to a full-time position

immediately upon the discontinuance of a job sharing arrangement will, for the purposes of this arrangement, transfer service based on one (1) year of full-time service equalling 1650 hours worked.

The model agreement with respect to Job share arrangements is set out below:

**MODEL AGREEMENT WITH RESPECT TO JOB SHARE ARRANGEMENTS**

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**TRENTON MEMORIAL HOSPITAL**

(hereinafter called the Hospital)

**AND**

**THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION**

**AND ITS LOCAL 403**

(hereinafter called the Union)

This Job Sharing Agreement is made in accordance with the Collective Agreement between the Trenton Memorial Hospital and the Ontario Public Service Employees Union, and its Local 403.

Employees who enter into such a Job Sharing Agreement shall be classified as regular part time employees. Unless otherwise specified in this Agreement, all applicable articles of the Collective Agreement apply to employees covered by this Agreement.

This Agreement shall be for an unlimited continuing period from the date it commences, subject to the withdrawal by the Hospital or the Union. Either party may end this agreement by giving sixty (60) calendar days notice in writing.

**GENERAL**

1. The Hospital and the Union shall agree on the establishment of each Job Sharing arrangement and shall need to agree whether a Job Sharing arrangement occurs.

2. This job share shall be limited to the filling of an existing full-time position by the existing full-time employee sharing one job equally with a part time employee. Both employees shall then be regular part time employees.
3. Positions designated as job sharing positions are and shall remain complement, full-time positions, notwithstanding this Agreement.
4. Participation by employees in a job share shall be on a voluntary basis.

#### PARTICIPATION

5. Each employee shall share equally the position of one full-time employee according to the attached pre-arranged schedule, such that each job-sharer shall be allocated fifty percent (50%) of the hours for the position. Hospital Management reserves the right to review and change the attached pre-arranged schedule in accordance with the Collective Agreement.
6. Postings for the filling of the part time vacancy shall be in accordance with Article 15 of the Collective Agreement.

#### SALARY/SERVICE AND BENEFITS

7. Each previous full-time employee may continue to participate in the pension plan in accordance with HOOPP provisions and Pension legislation. For other benefits the employees will receive a percentage in lieu in accordance with the appropriate provision of the Collective Agreement.
8. The monthly wage rates in Schedule A of the Collective Agreement shall be pro-rated according to the normal hours of work for each job sharer as set out in the attached schedule (hourly rate remains the same). The hourly wage rate for the job sharers will be the applicable rate for each individual as set forth in the Collective Agreement.
9. (a) Job sharers will be entitled to vacation pay based on the applicable percentage provided in accordance with the vacation entitlement determined by their calculated years of service and in accordance with the vacation provisions of the Collective Agreement.

- (b) For the purpose of vacation entitlement service for the job sharer will be calculated in accordance with the appropriate provisions of the Collective Agreement.
10. (a) Should a job sharing position become vacant for whatever reason the position shall revert to a full time single incumbent position.
- (b) Where a job sharing positions reverts to a full-time single incumbent position, the full-time employee who originally held the full-time position will return to that position. If the original full-time incumbent chooses not to return to the full-time position the position shall be posted in accordance with the collective agreement.
- (c) Upon termination of the job share arrangement the job sharer who was originally a part-time employee may exercise bumping rights in accordance with Article 13 of the Collective Agreement.

TERM

- 11. Any exceptions to this Agreement must be approved in writing by the Hospital and the Union.
- 12. This Agreement shall be for an unlimited period, commencing on and terminating on notice of either party.

Dated at TRENTON, this \_\_\_\_\_ day of \_\_\_\_\_  
199 .

FOR THE HOSPITAL

FOR THE UNION

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

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



**ARTICLE 29 - COMPENSATION**

29.01 When a new classification in the bargaining unit is established by the Hospital, or the Hospital makes a substantial change in the job content of an existing classification, the Hospital shall advise the Union of such new or substantially changed classification and the rate of pay which is established. If so requested within thirty (30) calendar days of such advice, the Hospital agrees to meet with the Union to permit the Union to make representations with respect to the appropriate rate of pay, providing any such meetings shall not delay the implementation of the new or substantially changed classification. Where the Union challenges the rate established by the Hospital and the matter is not resolved following the meeting with the Union, the matter may be referred to arbitration in accordance with the arbitration provisions contained in this collective agreement, it being understood that any arbitration board shall be limited to establishing an appropriate rate based on the relationship existing among other classifications within the Hospitals (which are covered by the O'Shea award) and the duties and responsibilities involved. It is further understood and agreed that when determining the appropriate rate, primacy must be given to the relationship between job classifications covered by this collective agreement and that such relativity must be maintained. Each change in the rate established by the Hospital either through meetings with the Union or by a Board of Arbitration shall be retroactive from the time at which the new or substantially changed classification was first filled.

29.02 Claim for recent related experience, if any, shall be made in writing by the employee at the time of hiring on the application for employment form or otherwise.

The employee shall cooperate with the Hospital by providing verification of previous experience. The Hospital will credit the employee with one increment on the salary scale for every two years of recent, related, full-time experience, as determined by the Hospital to a maximum of two increment levels below the maximum of the salary scale.

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

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

(Applicable to Part-Time Employees Only)

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.

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.

#### 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 - GENERAL**

- 31.01 Upon presentation of receipts, an employee shall be reimbursed for any **pre-authorized** out-of-pocket expenses incurred in the services of the Employer.
- 31.02 If an employee is required to use his or her car in the service of the Employer, he/she shall be reimbursed at twenty-five cents (25¢) per kilometer.
- 31.03 New employees shall be given orientation training normally during their first two (2) weeks on staff. Where it is not possible to do so within the first two (2) weeks, the Employer will ensure that new employees are given orientation training no later than their first month. The orientation training shall include a copy of the job description, familiarization with the goals of the Employer, the workplace, staff and programs, emergency procedures and any specialized information necessary for performance of the job.
- 31.04 **Uniform Allowance**  
The Hospital agrees to pay each employee, required to wear uniforms at work, an annual allowance of sixty dollars (\$60.00). The Hospital shall pay each employee required to wear a uniform annually in the month of November.
- 31.05 The parties agree that they will share equally in the cost of printing the collective agreement.
- 31.06 The Employer will provide a bulletin board for the posting of Union notices.

**ARTICLE 32 - DURATION AND RENEWAL**

32.01 This Agreement shall continue in effect until the 31st day of March, 1993, and shall continue automatically <hereafter 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:

32.02 (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.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1994, in Trenton, Ontario.

TRENTON MEMORIA SPITA

ONTARIO PUBLIC SERVICE  
EMPLOYEES UNION

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WAGES \*Senior Technologist

Effective		Step	Step	Step	Step	Step	Step	Step	Step	Step
Date	Start	1	2	3	4	5	6	7	8	9
01/04/91	-	-	3116	3227	3337	3446	3556	3667	3777	3887
01/10/91	-	-	3156	3285	3415	3545	3674	3804	3934	4063
01/04/92	-	-	3179	3321	3462	3604	3745	3887	4028	4170

Charge Technologist

Effective		Step	Step	Step	Step	Step	Step	Step	Step	Step
Date	Start	1	2	3	4	5	6	7	8	9
01/04/91	-	-	3293	3409	3526	3641	3758	3874	3991	4107
01/10/91	-	-	3334	3471	3609	3745	3882	4020	4156	4293
01/04/92	-	-	3359	3509	3658	3808	3957	4107	4256	4406

Registered Technologist

Effective		Step	step	Step	Step	Step	Step	Step	Step	Step
Date	Start	1	2	3	4	5	6	7	8	9
01/04/91	2732	2878	2940	3044	3148	3251	3355	3459	3563	3667
01/10/91	2732	2878	2977	3099	3222	3344	3466	3589	3711	3833
01/04/92	2732	2878	2999	3133	3266	3400	3533	3667	3800	3934

\* These rates do not include pay equity.

**Physiotherapist**

Effective Date	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
01/04/91	2977	3120	3262	3405	3548	3691	3833			
01/10/91	2977	3148	3318	3489	3659	3830	4000			
01/04/92	2977	3203	3429	3655	3881	4107	4333			

**Technician 1**

Effective Date	Start	Step 1	Step 2	Step 3	Step 4
01/04/91	1954	2040	2125	2213	2298
01/04/92	1990	2078	2165	2254	2341

**Technician 2**

Effective Date	Start	Step 1	Step 2	Step 3	Step 4
01/04/91	2165	2260	2357	2453	2547
01/04/92	2205	2302	2400	2498	2594

**Technician 3**

Effective Date	Start	Step 1	Step 2	Step 3	Step 4
01/04/91	2316	2418	2520	2622	2725
01/04/92	2358	2463	2566	2671	2775

**Technician 4**

Effective Date	Start	Step 1	Step 2	Step 3	Step 4
01/04/91	2587	2700	2814	2929	3042
01/04/92	2634	2750	2867	2983	3099

**Technician 5**

Effective Date	Start	Step 1	Step 2	Step 3	Step 4
01/04/91	2737	2857	2978	3099	3221
01/04/92	2787	2909	3033	3156	3280



LETTER

Re: Scheduling of Statutory Holidays

The Hospital will endeavour not to schedule any employee for more than five (5) of the designated statutory holidays as set down in the Central Collective Agreement. This condition will remain in effect for the duration of this Collective Agreement.

DATED the \_\_\_\_\_ day of \_\_\_\_\_, 1994, in Trenton, Ontario.

FOR THE EMPLOYER

FOR THE UNION

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

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

**Letter of Intent**

**per Pay Equity**

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

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

SIGNED on behalf of the parties this        day of        , 19    .

FOR THE HOSPITAL

FOR THE UNION

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