

SOURCE	HOSP.		
Wages EFF.	94	01	01
TERM.	96	03	31
No. OF EMPLOYEES	44		
NOMBRE D'EMPLOYÉS	88		

**PART-TIME**

**COLLECTIVE AGREEMENT**

**BETWEEN:**

**JOSEPH BRANT MEMORIAL HOSPITAL**

**- and -**

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION**

**LOCAL 206**

**(hereinafter referred to as "the Union")**

**EXPIRY: March 31, 1996**

MAR 21 1996

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## ARTICLE 1 - PURPOSE

1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Hospital and the employees covered by this Agreement; to provide for 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 Hospital recognizes the Union as the sole and exclusive bargaining agent of all medical laboratory, radiology and nuclear medicine technologists, technicians and assistants regularly employed by the Hospital for not more than twenty-four (24) hours per week and students employed during the vacation period save and except Assistant chief **Technologist and** those above the rank of Assistant Chief Technologist, Clinical Instructor, students in training, office and clerical employees, Laboratory Assistant, Darkroom Technician, **Image** Processing Technician and persons in bargaining units for which any trade union held bargaining rights as of December 9, 1988.

## 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 Hospital and shall remain **solely** with the Hospital 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 Hospital 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 become the subject of a grievance and be dealt with **as** hereinafter provided;

- (c) determine, in the interest of efficient operation and highest standards or 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 to **be used** 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. The Hospital will advise the Union of any changes in rules and regulations.

3.02 It is agreed that these rights shall not **be** exercised in a manner inconsistent with the express provisions of this agreement.

#### ARTICLE 4 - DEFINITIONS

##### 4.01 Regular Part-Time Employee

A part-time employee in the bargaining unit who makes a commitment to the Hospital to be available to **be** scheduled for work by the Hospital on a regular predetermined basis and in respect of whom such predetermined scheduling occurs.

##### 4.02 Casual Part-Time Employee

A part-time employee in the bargaining unit who is employed on a relief or replacement basis and who is available for call-ins as circumstances demand.

#### ARTICLE 5 - NO DISCRIMINATION OR HARASSMENT

5.01 The Hospital and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practiced by any of their representatives with respect to any employee because *of* his membership or non-membership in the Union or activity or lack of activity



on behalf of the Union or by reason of exercising his rights under the Collective Agreement.

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

5.03 Every employee who is covered by this agreement has a right to freedom from harassment in the workplace in accordance with the Ontario Human Rights Code.

#### ARTICLE 6 - NO STRIKE/NO LOCKOUT

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

#### ARTICLE 7 - UNION SECURITY

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

#### ARTICLE 8 - REPRESENTATION AND COMMITTEES

8.01 (a) Union Stewards

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

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

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) (See Article 8.01 (a))

## 8.02 Grievance Committee

**The** Hospital will recognize a grievance committee comprising of **(2)** members to be elected or appointed from the bargaining unit. One member shall be chairman. **The** purpose of the committee is to deal with grievances as set out in this Collective Agreement.

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

## 8.03 Labour-Management Committee

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

- (b) The following provision applies to any reorganization or restructuring which occurs on or after July 21, 1994.

In the event of reorganization or restructuring of the Hospital, which will have potential adverse effects upon employees in the bargaining unit, the parties agree that they will discuss possible ways and means of avoiding or minimizing the impact, including:

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

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

**8.04** (a)      **li Committee**

The Hospital agrees to recognize a negotiating committee comprised of **(2)** members to be elected or appointed from the bargaining unit. Where the Hospital participates in central bargaining, the purpose of the negotiating committee shall be to negotiate local issues as defined in this Collective Agreement. **Where** the Hospital does not participate in central bargaining, the purpose of the negotiating committee shall be to negotiate a renewal of this Collective Agreement. The Hospital agrees that the members of the negotiating committee shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending negotiating meetings with the Hospital up to, and including, conciliation.

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 fulfill its functions.

- 9.05 Meetings shall be held every second month or more frequently at the call of the chair, if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- 9.06 Any representative appointed or selected in accordance with 9.02 hereof, shall serve for a term of at least one (1) calendar year from the date of appointment. Time off for such representative(s) to attend meetings of the Accident Prevention- Health and Safety Committee in accordance with the foregoing, shall be granted 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

Pursuant to Section 43.1 subsection (2) of the Labour Relations Act, the parties confirm that 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**      The Hospital agrees that it will not discipline an employee without just cause.

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

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

- 10.10 When either party requests that any matter be submitted to arbitration as provided in this Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time appoint a nominee. Within seven (7) calendar days thereafter, the other party shall appoint its nominee, provided however, that if such party fails to appoint its nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to make such appointment upon application thereto by the party invoking the arbitration procedure. The ~~two~~ nominees shall attempt to agree upon a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.
- 10.11 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 10.12 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 10.13 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 10.14 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority, and where there is no majority, the decision of the chairman will be final and binding upon the parties hereto and the employee or employees concerned.
- 10.15 Each of ~~the~~ parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairman ~~of~~ the Arbitration Board.
- 10.16 The time limits set out in this Article are mandatory and failure to comply strictly with such time limits, except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned.
- 10.17 Wherever arbitration board is referred to in the agreement, the parties may mutually agree in writing to substitute a single arbitrator for the arbitration board at the time of reference to arbitration and the other provisions referring to arbitration board shall appropriately apply.



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

- 11.01 Any letter of reprimand or suspension will be removed from the record of an employee eighteen (18) months following the receipt by the employee of such letter or suspension provided that the employee's record has been discipline free for such eighteen (18) month period.
- 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 - SENIORITY

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

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

12.05 Not applicable to Part-Time.

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

## 12.10

The continued employment of a non-registered technologist will be reviewed after **two (2)** years if by that time he has not achieved registration with the appropriate Canadian body. Failure to achieve registration within **two (2)** years after employment shall be deemed just cause for discharge and in the event that such an employee **is** discharged he shall not have access to the Grievance or Arbitration provisions of this Agreement. If, at the option of the Hospital, the employee is retained beyond the **two (2)** year period and is discharged, he shall have access to the Grievance or Arbitration provisions of this Agreement. This article shall not apply to technologist employed prior to January 1, 1975.

ARTICLE 13 - LAYOFF AND RECALL

NOTE: Article 13 applies to Regular Part-Time Employees ONLY.

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

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

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

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

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

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

- 13.04 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.

If the employee cannot displace an employee in her department, the employee may displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in another department, if the employee subject to layoff can perform the duties of the lower or identical classification without training other than orientation.

For purposes of layoff under this Article, the clinical laboratory department would include the sub-disciplines of laboratory medicine.

- 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.

13.09 Where there is an available opening which has not been filled in accordance with Article 13.06, an employee who has either accepted a layoff or is under notice of layoff and is unable to displace any other employee will be given an opportunity for on-the-job retraining of up to 6 months, subject to the staffing requirements of the hospital, if, with the benefit of such retraining, the employee could reasonably be expected to obtain the qualifications and ability to perform the work. Such opportunities will be provided in order of seniority. During the period of on-the-job retraining the recall period will continue to apply from the original date of layoff. If, following the period of on-the-job retraining the employee has not obtained the qualifications and ability to perform the work, the employee will be returned to the recall list or will be terminated in accordance with Article 12.09 (c).

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

#### ARTICLE 14 - TECHNOLOGICAL CHANGE

NOTE: Article 14 **applies** to Regular Part-Time Employees ONLY.

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

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

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

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

#### ARTICLE 15 - JOB POSTING, PROMOTION AND TRANSFER

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

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

- (a) illness;
- (b) accident;
- (c) pregnancy and parental leaves of absence;
- (d) leave of absence not expected to exceed six (6) months;
- (e) vacation;
- (f) specific tasks not expected to exceed six (6) months.

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

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

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

- 15.02 Notices of vacancies referred to in 15.01 shall include, for informational purposes: department, classification, qualifications.
- 15.03 A copy of the posted notice will be sent to the local President or his designate, within the aforementioned seven (7) calendar days.
- 15.04 The name of the successful applicant will be posted and a copy sent to the local President or his designate.
- 15.05 The Hospital agrees to discuss with unsuccessful applicants ways in which they can improve for future postings, if requested.
- 15.06 In filling posted vacancies the selection shall be made based on skill, ability, experience, and relevant qualifications of the applicants. Where these factors are relatively equal, bargaining unit seniority shall be the governing factor.
- 15.07 In matters of promotion and staff transfer, a successful bargaining unit applicant shall be allowed a trial period of up to sixty (60) days (450 hours for employees whose regular hours of work are other than the standard work day) worked during which the Hospital will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned by the Hospital, to the position formerly occupied, without loss of seniority. Should the employee return or be returned to his former job, the filling of subsequent vacancies will be reversed.
- 15.08 An employee who is promoted to a higher rated classification within the bargaining unit will be placed in the range of the higher rated classification



so that he **shall** receive no less an increase in wage rate than the equivalent of one step in the wage rate of his previous classification (provided that he does not exceed the wage rate of the classification to which he has been promoted).

The employee's anniversary date shall be adjusted.

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

## **ARTICLE 16 - LEAVES OF ABSENCE**

NOTE: Article **16** applies to Regular Part-Time Employees ONLY.

- 16.01 Written requests for a personal leave of absence without pay will be considered on an individual basis by the employee's Department Head or his designate. Such requests are to be submitted as far in advance as possible and a written reply will be given. Such leave shall not be unreasonably withheld.
- 16.02 (a) (i) **Local Union Business Leave**
- The Hospital agrees to grant leaves of absence without pay to local bargaining unit members for the purpose of attending Union seminars and/or attending to Union business. The cumulative total leave of absence will be 15 working 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) No more than two **(2)** full-time or part-time employees in total and not more than one (1) full-time or part-time employee from any one section shall be absent at any time. All such time off shall be requested and granted in writing..

(b) Union Position Leave - F.T.

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

- (c) Where an individual of the bargaining units represented centrally by OPSEU is elected or appointed as an Executive Board Member, Executive Officer, member of the central negotiating committee, member of Medical Division Executive or as a Membership Development Trainee, such individual shall be granted leave of absence for the time off required to exercise the duties of such appointment. The notice requirements to obtain such time off shall be governed in accordance with the leave of absence policy and procedure of the affected Hospital. Such positions shall be limited to **two (2)** members from a Hospital with no more than one individual from within a section/division within a Department.
- (d) For leaves of absence without pay for Union business under the terms of this Agreement, including unpaid leave for members of the Central Negotiating Team, the employee's salary and applicable benefits will be maintained by the Hospital and the Union will reimburse the Hospital for the cost of salary and benefits. The Hospital will bill the Union and the Union will reimburse the Hospital within a reasonable period of time. In addition, there shall be no **loss** of seniority during such leaves of absence.

16.03

Bereavement Leave

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

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

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 day of such duty, provided that the employee:

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

In addition to the foregoing, where 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.
- (ii) Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan, and retroactive to date of confirmation by the Unemployment Insurance Commission, an employee who is on pregnancy leave as provided under this agreement and who is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 18 of the Unemployment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between

seventy-five per cent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits during her leave and any other earnings. Such payment shall commence following completion of the ~~two~~ week unemployment insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits, for a maximum period of 15 weeks for a pregnancy leave. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

This provision only applies to employees with at least 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.
- (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 per cent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits during her leave and any other earnings. Such payment shall commence following completion of the ~~two~~ week unemployment insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in

receipt of Unemployment Insurance parental benefits, and shall continue while the employee is in receipt of such benefits, for a maximum period of ten (70) weeks for a parental leave. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the parental leave times her normal weekly hours.

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

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

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

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

(d) Nature of Final Agreement

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

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

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

(e) Deferral Plan

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

(f) Deferred Earnings

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.

(h) Seniority and Service

Applicable to Full-Time only.

(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 a postponement, will have the option of remaining in the plan and rearranging the leave at a mutually agreeable time, or of withdrawing from the plan **as** outlined in Article 16.08 (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.

#### ARTICLE 17 - SICK LEAVE AND LONG-TERM DISABILITY

Not applicable to part-time employees.

#### ARTICLE 18 - HOURS OF WORK & OVERTIME

- 18.01           (a)       (i)       The normal or standard work day shall be seven and one-half (7 1/2) hours per day and the normal or standard full-time work week shall be an average of thirty-seven and one-half (37 1/2) hours per week except in those hospitals where agreements already provide a normal or standard work day of less than seven and one-half hours and a normal or standard full-time work week of less than thirty-seven and one-half (37 1/2) hours. (Those Hospitals with the lesser required hours shall reflect in the salary rates a pro-rata lesser amount compared with salaries for other Hospitals based on the ratio that the standard or normal hours work at the Hospital concerned are to thirty-seven and one-half (37 1/2) hours.)

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

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) (See Article 18.01 (i))

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

18.02 Employees shall be entitled, subject to the exigencies of patient care, to relief periods during the shift on the basis of fifteen (15) minutes for each full half shift.

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

18.04 Overtime Accumulation

Not applicable to part-time.

18.05 If an employee is authorized to work, during the lunch break, due to the requirements of patient care, he will be paid his regular straight time hourly rate for all hours worked. Notwithstanding this provision, he will be paid time and one-half (**1 1/2**) 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 (**22 1/2**) hours between the commencement of an employee's scheduled shift and the commencement of such employee's next scheduled shift shall result in payment of one and one-half (**1 1/2**) times the employee's regular straight time hourly rate for only those hours which reduce the (**22 1/2**) hour period.

Where the **(22 1/2)** hour period is reduced **as a result of** an approved change of shift(s) requested by the employee(s), such premium payment shall not apply.

- 18.08 Where 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 (1 1/2) of her regular straight time hourly rate for all hours worked on her next shift.
- 18.09 The working hours set out herein shall not be construed as a guarantee of a specific number of hours of work per day or of days of work per week.
- 18.10 A request by an employee for a change of scheduled working hours must be submitted in writing and be **co-signed** by the employee willing to make the exchange. Such exchange must be approved by the Hospital and shall not in any event result in an additional cost to the Hospital.
- 18.11 The changing of Daylight Saving Time to Standard Time or vice-versa shall not be the cause of paying more or less than the normal scheduled daily hours during the week in which such changes take place.

#### 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

NOTE: Article 20 applies to Regular Part-Time employees **ONLY**.

- 20.01 An employee who is called to work after leaving the Hospital premises and outside of his regular scheduled hours, shall be paid a minimum of no less than **two (2)** hours' pay (except those Hospitals where 2 1/2 or 3 hours is applicable) at time and one-half (1 1/2) 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 (1 1/2) and his regular hourly rate for the remaining hours of his regular shift. The reference to leaving

the Hospital premises referred to above will not be applicable where an employee remains in the Hospital on standby arrangement with the Hospital.

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

#### ARTICLE 21 - SHIFT PREMIUM

- 21.01 An employee shall be paid a shift premium of one dollar (\$1.00) per hour for each hour worked which falls within the normal hours of the evening shift and one dollar and twenty-five cents (\$1.25) for each hour worked which falls within the normal hours of the night shift provided that such hours exceed two **(2)** hours if worked in conjunction with the day shift. For purposes of this provision, the 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 **\$1.35** (one dollar and thirty-five cents) 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 (amounts to be determined locally) or such greater amount that the Hospital may in its discretion determine for each trip. The employee will provide to the Hospital satisfactory proof of payment of such taxi **fare**.

#### ARTICLE 23 - RESPONSIBILITY PAY

- 23.01 Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying classification in or out of the bargaining unit, for one full shift or more, he shall be paid a premium equal to the greater of his next or last increment in his salary range for the duration of the assignment.

ARTICLE 24 - NO PYRAMIDING

- 24.01 Premium payment (including both overtime and holiday premium payment) shall be calculated and paid under one provision of this Agreement only, even though hours worked may **be** premium payment hours under more than one provision. In such circumstances the highest premium will be applied. The provision of this clause will not negate any entitlement to shift premium, call-back, standby or weekend premium.
- 24.02 It is agreed that there will be no pyramiding, e.g. once a worked hour is used for an overtime calculation, it cannot be used on any other basis or overtime calculation.

ARTICLE 25 - PAID HOLIDAYS

- 25.01 (a) The collective agreement shall list twelve **(12)** holidays for purposes of payment for work performed on such holidays.
- |                        |                  |
|------------------------|------------------|
| <b>New</b> Year's Day  | Civic Holiday    |
| 2nd Monday in February | Labour Day       |
| Good Friday            | Thanksgiving Day |
| Easter Monday          | Remembrance Day  |
| Victoria Day           | Christmas Day    |
| Dominion Day           | Boxing Day       |
- (b) Where an employee has completed twenty (20) days worked with the Hospital, such employee shall **be** entitled to receive the appropriate payment for the subsequent paid holidays provided that he fulfils the qualifying conditions set out in the collective agreement.
- 25.02 **An** employee required to work on any of the designated holidays **listed** in the collective agreement shall be paid at the rate of time and one-half (1-**112**) 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 **112**) 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 Not applicable to part-time.

## ARTICLE 26 - VACATIONS

**26.01** 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.

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

## ARTICLE 27 - BENEFITS FOR PART-TIME EMPLOYEES

NOTE: Articles **27.01** to **27.06** are not applicable to Part-Time.

### **27.07** Divisible Surplus

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

### **27.08** Part-Time Benefits

A part-time employee **shall** receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or in part by the hospitals, as part of direct compensation or **otherwise**, including holiday pay, save and except

salary, vacation pay, standby pay, call-in pay, responsibility pay, jury and witness duty, bereavement leave, and pregnancy and parental supplemental 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 the Hospital's pension plan the percentage in lieu of fringe benefits is twelve percent (12%).

## ARTICLE 28 - MISCELLANEOUS

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

### **28.02** Hepatitis B Vaccine

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

### **28.03** Professional Responsibility

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

### **28.04** Contracting Out

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

### **28.05** Work of the Bargaining Unit

Supervisors or Managers excluded from the bargaining unit shall not perform duties normally performed by members in the bargaining unit which

shall directly cause or result in the layoff, loss of seniority or service or reduction in benefits to members in the bargaining unit.

28.06 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.

28.07 Job Sharing

- a) Job sharing is defined as an arrangement whereby two (2) employees share the hours of work of one (1) full-time position. The full-time position involved in the job sharing arrangement will be maintained as a full-time position in the Hospital's staffing complement. the number of job sharing positions permissible in any department shall be determined by the Hospital
- b) an employee wishing to have his/her position considered for job share, must apply to his/her Director. Written response will be given within 15 days. Permission to job share shall not be unreasonably withheld and reasons for refusal shall be discussed with the employee.
- c) For purposes of departmental continuity the following positions may be exempt from **job** sharing provisions:
  - i) Charge Technologist
  - ii) Senior Technologist
  - iii) Technologists trained in special procedures and C.T. Scan

**Job** sharing partners must be in the same job classification.
- d) Total hours worked by the employees shall equal one full-time position and shall conform with scheduling provisions of the full-time collective agreement.

The division of the full-time hours shall be determined by the job sharers prior to the schedule being posted. If the job sharers are unable to agree the Manager or designate shall assign shifts.



Job sharers have the right to determine which partner works on scheduled paid holidays. This must be determined prior to the posting of the schedule. Job sharers must rotate through all required shifts such as: days, evenings, nights and weekends as it pertains to the full-time positions.

e) The employees involved in a job sharing arrangement will be classified as regular part-time and will be covered by the provisions of the part-time agreement.

f) 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.

g) Employees shall not be required to cover for their partner during a paid or unpaid leave of absence or sickness. The job share partner shall be offered the opportunity to work those hours and should the employee decline such an offer to work, the Hospital shall schedule such hours in accordance with Memorandum of Agreement.

Employees shall be required to cover for their partner during a **preplanned** illness or leave of absence of a duration of more than 7 days.

h) A full-time Registered Technologist who has requested job share of his/her position may do so without having her half of the position posted. The other half of the **job** sharing position shall be posted and filled in accordance with the collective agreement.

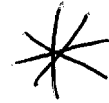
If either job sharer leaves the arrangement, that half of the job share shall be posted. If the half of the position is not filled, the position shall revert back to a full-time position and the incumbent shall be offered the position.

i) The Union **or** the Hospital may discontinue the job sharing arrangement with sixty (60) days notice to the other party. Upon notice of discontinuance, a meeting shall take place within ten (10) **days** to discuss the termination of the job share program.

It is understood and agreed that neither the Union or Employer shall act in an arbitrary or unreasonable manner.

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, part-time experience will be calculated on the basis of **1650** hours worked equalling one year of experience.
- NOTE: Where existing collective agreements have provisions for recent related experience credit superior to the above provisions, such provisions shall continue to be in effect.
- 29.03 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.

- 29.04 On presentation of proof of success, all technologists in the employ of the Hospital who have been successful in their Registration examinations shall be raised to the appropriate/registered Technologist salary and shall receive retroactive adjustment back to the date of examination or the date of employment whichever is later.

#### 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 - SOCIAL CONTRACT ACT DISPUTE

- 31.01 The parties have agreed to submit their dispute concerning Employers' proposal H8 with regards to the incorporation of the standard central provisions in the Hospital's expiring collective agreements to binding interest arbitration in accordance with the ***Hospital Labour Disputes Arbitration Act***.

#### ARTICLE 32 - DURATION AND RENEWAL

- 32.01 This Agreement shall continue in effect until the 31st day of March, 1996 and shall continue automatically thereafter for annual periods of one year each unless either party notifies the other in writing that it intends to amend or terminate this Agreement in accordance with the following:

- 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.

LETTER OF INTENTRe: Pay Equity

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

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

## LETTER OF UNDERSTANDING

The central parties agree to establish a Benefits Review Subcommittee which will include four representatives from the Union and four representatives from the Participating Hospitals to discuss the terms of the benefit plans (other than pensions) provided under the collective agreement with a view of increasing the efficiency and effectiveness of the plans. As part of that review, the Committee will be provided with copies of the plan texts that pertain to these benefit plans. The Committee will report its findings to the Central Negotiating Teams on or before October 1, 1995.

The Union members elected or appointed from the bargaining unit shall suffer no **loss** of earnings for time spent during their regular scheduled working hours while attending meetings of this Subcommittee.

The parties agree that the provisions attached hereto represent the central portions of the part-time collective agreements between each of the applicable participating hospitals (as listed in Appendix "A" to the Memorandum of Conditions for Joint Bargaining) and the corresponding **locals** of the Ontario Public **Service** Employees Union, expiring March 31, 1996. The subsisting collective agreements of the applicable participating hospitals will be amended as indicated herein, subject **to** the award of the Board of Arbitration constituted to resolve the dispute concerning the Employer's proposal H8 on the application of the **Social Contract Act**.

Signed at Burlington, Ontario the 11<sup>th</sup> day of January, 1995<sup>6</sup>

FOR THE  
PARTICIPATING HOSPITALS

FOR ONTARIO PUBLIC  
SERVICE EMPLOYEES UNION

D. Siot  
S. Skene  
M. Young  
   
   
   
   
   
   
   
 

E. Brown  
M. Cause  
J. L. Ryan  
Jane Ross

APPENDIX "A" - O.P.S.E.U.OCCUPATIONAL CLASSIFICATIONS AND SALARY RATES\* SALARIES ON A MONTHLY BASISEFFECTIVE JANUARY 1, 1994

	<u>LEVEL 1</u>	<u>LEVEL 2</u>	<u>LEVEL 3</u>	<u>LEVEL 4</u>	<u>LEVEL 5</u>	<u>LEVEL 6</u>	<u>LEVEL 7</u>	<u>LEVEL 8</u>	<u>LEVEL 9</u>	<u>LEVEL 10</u>
Technician 2	2,487.88	2,585.38	2,682.88	2,780.38	2,877.88					
Technician 3	2,661.75	2,767.38	2,869.75	2,975.38	3,079.38					
Technician 4	2,975.38	3,092.38	3,209.38	3,324.75	3,440.13					
Registered Technologist	2,910.38	3,056.63	3,178.50	3,311.75	3,445.00	3,578.25	3,711.50	3,846.38	3,978.00	4,112.88
Senior Technologist	--	--	3,368.63	3,510.00	3,651.38	3,792.75	3,934.13	4,077.13	4,216.88	4,359.88
Charge Technologist	--	--	3,544.13	3,709.88	3,857.75	4,007.25	4,156.75	4,307.88	4,455.75	4,606.88

- **Based on a 37.5 hour work week. Wage rates are pro-rated where work week is less than 37.5 hours per week.**