

Collective Agreement

between

**Ontario Public Service Employees Union
and its Local 206**

AND

**Joseph Brant Memorial Hospital
Part Time**

Expiry Date: March 31, 2002



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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 - DEFINITIONS

- 2.01 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.

ARTICLE 3 - NO DISCRIMINATION OR HARASSMENT

- 3.01 The Hospital **and** the Union agree that there will **be** no discrimination, interference, intimidation, restriction or coercion exercised or practised **by** any of their representatives with respect to any employee because of his membership or nonmembership 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.
- 3.02 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, sexual orientation or any other factor which **is not pertinent to** the employment relationship.
- 3.03 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 4 - NO STRIKE/NO LOCKOUT

- 4.01 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 5 - UNION SECURITY (Dues Deduction)

5.01 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.

Each employer agrees to forward to OPSEU Central, on a one time basis, a master list of current bargaining unit members. This list shall include employee name, classification/job title, part time/full time status and if on leave of greater than thirty (30) days, and shall be provided no later than the posting of the second seniority list from date of ratification.

The above list shall **be updated by** providing changes on a monthly basis, in a manner that shall **be determined by** the Local Parties.

ARTICLE 6 - REPRESENTATION AND COMMITTEES

6.01 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 **the** Local Provisions **Appendix**.

6.02 Grievance Committee

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

The number of employees on the grievance committee shall be determined locally **and shall be** set in the Local Provisions Appendix.

6.03 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

(b) Part Time Utilization Information

The Hospital **agrees** to **supply the** local union with part-time/full-time hours utilization **by** department, **at** the time specified for the posting of seniority **lists**. The Hospital further agrees to supply the Union, upon request, with other information that is reasonably related to utilization.

The parties may **discuss** part-time/full-time utilization through the Labour/Management Committee. The Hospital **agrees** to consider Union **proposals** for alternate **distribution of** hours **between** part-time **and** full-time. The Union recognizes the Hospital's right to determine such utilization.

(c) Professional Responsibility

- (i) The Parties have a mutual interest in the provision of quality patient care. Therefore, **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.

If, after a thorough investigation, no consensus can **be** reached at Labour Management Committee the parties will meet with the Chief Executive Officer (CEO)/ Chief Operating Officer (COO) within thirty (30) days of referral to present the issues. The CEO/COO will notify the Union of the decision in writing within fourteen (14) days.

- (ii) Where the employer requires employees who work in a classification for which there **is** a professional College under the RHPA, to also maintain membership in a professional association, the requirement for such membership may **be** the topic of local negotiations, as described in the Memorandum of Conditions for Joint Bargaining,

6.04 (a) Negotiating Committee

The Hospital agrees to recognize a negotiating committee comprised of 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 **and** will **be** set out in the Local Provisions Appendix.

(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.

6.05 List of Union Representatives

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.

6.06 New Employee Interview

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 7 - ACCIDENT PREVENTION - HEALTH & SAFETY COMMITTEE

7.01 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.

7.02 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.

NOTE: Where there are multiple **sites**, **the** Local Parties are referred to Article 27 (Multi-site Language) to determine Local Applicability of Health & Safety Committee structure.

7.03 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.

7.04 The Hospital **agrees to** co-operate **reasonably** in providing necessary information to **enable** the Committee to fulfil **its** functions.

7.05 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.

7.06 Any representative appointed or selected in accordance with 7.02 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 B Health and Safety committee **in** accordance with the foregoing, shall **be** granted.

A member of a committee is entitled to:

- a) one hour or such longer period of time as the committee determines is necessary to prepare for each committee meeting;
- b) such time **as is** necessary to attend meetings of the committee; and
- c) such time **as is** necessary to carry out inspections **and** investigations contemplated under subsection 9(26), 9(27), and 9(31) of the Occupational Health **and** Safety Act R.S.O. 1990 as amended up to **and** including 1998.

A member of a committee shall **be** deemed to **be** at work during the times described above and the member's employer shall **pay** the member **for those** times at the member's regular or premium rate as may be proper.

7.07 The Hospital will ensure that there is one (1) OPSEU member certified, as described in the Occupational Health **and** Safety Act R.S.O. 1990, as amended **up** to and including 1998 among the OPSEU bargaining unit(s) at the Hospital. Such member **will be** selected or appointed **by** the Union. **All** issues relating to salary **and** costs associated with **obtaining** certification shall **be** in accordance **with** article 14.06.

7.08 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.

ARTICLE 8 - GRIEVANCE & ARBITRATION PROCEDURE

8.01 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. The Hospital agrees

that it will not discipline an employee without just cause. Where the Hospital deems it necessary to suspend or discharge an employee, the Hospital shall notify the Union, in writing, of such suspension or discharge.

8.02 For the purpose 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.

- 8.03 (1) 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. 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:
- (2) The employee **must** submit the grievance through the Local Union, signed **by** the grievor and the Local Union President, or designate, to the Chief Executive Officer (*CEO*) of the Hospital, or designate. The employee **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.
- (3) The parties will have a period of **up** to thirty (30) calendar days from the date the grievance **is filed** to attempt to resolve the grievance, **and** in any **case**, to **provide the** Union with a formal written response setting out the Hospital's position on the matter.
- (4) During the thirty (30) **day** resolution period referred to above, the parties **will** attempt to resolve the matter(s) in dispute through a meeting or a **series** of meetings which **shall** involve the individuals with authority to resolve the **grievance**. In all cases, the meeting(s) shall **include the** Union Grievance Committee.
- (5) Prior to the initial meeting **date** being established, the parties will provide document disclosure on a without prejudice **basis** to each other, with the purpose of providing **both** parties with the opportunity to **understand** the **grievance and** to **prepare for the** resolution meeting(s).

In determining a **date** for *the* meeting the parties will consider:

- (ii) the time needed for research, consultation and preparation for the meeting(s) **and**,
- (iii) the time needed, after the meeting, **and** before the expiry of the thirty (30) **day** period, to conduct follow-up activities including the possibility of holding further meetings.

For *these* reasons the initial meeting will generally take place during the middle ten (10) **days** of the thirty (30) day period.

- (6) In resolving the dispute, the parties **will** hold the meeting, and any other meetings as may **be** agreed, to thoroughly consider *the* grievance and attempt to **find** a resolution. The governing principle **will be** that the parties have a mutual interest in their own solutions and **avoiding**, if at all possible, having the decision made **by** an arbitrator.
- (7) If the parties are unable to resolve the grievance, the Hospital will provide the Union with a written response to the grievance **by** the end of **the** thirtieth (30th) day following the date of the filing of the grievance.
- (8) The Union will then have a period **of** fourteen (14) calendar **days** from the date of the Hospital's **response** to determine if the response is acceptable. or will refer the matter **to** arbitration.
- (9) If the grievance **is** filed by **the** Hospital, the Union will provide a response **by** the end **of** the thirtieth (30th) **day** following the **date** the grievance was **filed**. The Hospital **will have** fourteen (14) calendar days from the date of the Union's response to determine if it will accept the Union's response or **will** refer the matter to arbitration.

8.04

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 **the level** of the CEO 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.

8.05 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 through the **Local Union**, **signed by** each employee who is grieving **and** the Local Union President, or **designate**, to the CEO, or his designate, within fourteen (**14**) calendar **days** after the circumstances giving **rise** to the grievance have occurred. The grievance **shall** then be treated **in** the manner as **set** out for an **individual** grievance.

8.06 Discharge Grievance

The release of a probationary employee shall not be the subject of a grievance or arbitration.

The Hospital agrees that **it** will not discharge, without just cause, an employee who has completed **his** probationary period. **A claim by** an employee who **has** completed **his** probationary period that he has **been** unjustly **discharged shall be treated as a** grievance. Such grievance shall be **submitted** through the Local Union, **signed by** the grievor and the Local Union President, or **designate**, to the CEO of the Hospital, or designate within seven (**7**) **calendar days after** the **date** the **discharge is** effected. Such grievance may **be settled 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) **any** other arrangement which may **be deemed just and** equitable.

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

8.08 **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 parties.

8.09 When either **party requests** that any matter **be** submitted to arbitration **as provided in this** Article, it **shall make such request in writing addressed** to the other party to this **Agreement**, **and at** the same time appoint a nominee. Within **seven** (**7**) calendar **days** thereafter, **the** other **party** shall appoint **its**

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

- 8.10 No person may **be** appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance, except as herein provided.
- 8.11 No matter may **be** submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.
- 8.12 The Arbitration Board shall not **be** authorized to make any decision inconsistent with the provisions of this Agreement, or to alter, modify, **add to** or amend any part of this Agreement.
- 8.13 The proceedings of the Arbitration Board will be expedited **by** the parties. The decision of the majority, **and** where there is no majority, the decision of the Chair, **will be** final **and** binding upon the parties hereto **and the** employee(s).
- 8.14 Each of the parties will **bear** the expense of its nominee, and the parties will share equally the fees and expenses of the Chair of the Arbitration Board
- 8.15 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**.
- 8.16 The parties to this agreement **wish** to encourage the settlement of grievances as soon as is **possible** and, wherever **possible**, without resort to arbitration. For these reasons:
- 1) The **parties are** encouraged to take **advantage** of *the* process for **mediation/arbitration as** provided for in S. 50 of the Labour Relations Act, 1995 (R.S.O. 1995 as amended) (the "**Act**").
 - 2) When the parties do *not elect* to use S. 50 of the Act in the period immediately following the referral of a matter to arbitration, the parties will commence a **period** of review. During this time **they** will each seek informed opinion with respect to the matter in **dispute and** consider whether the issues involved are **such** that the assistance of a mediator, or some form of early intervention, may **be** helpful. It is expected that this will occur within the **first** sixty (60) calendar days following referral of the matter to arbitration, avoiding the delay and costs that result from this process occurring immediately prior to an established hearing date.

- 8.17 Where "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.
- 8.18 Notwithstanding *the* time limits as *set* out herein, in the interest of bringing the matter to an expeditious conclusion, where the decision or response is provided in **less than the** number of **days** provided above, any subsequent response will measure from the receipt of **the** response.

ARTICLE 9 - LETTERS OF REPRIMAND AND ACCESS TO FILES

- 9.01 **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**.
- 9.02 Each employee shall **have reasonable** access to his file for the purposes of **reviewing** any evaluations, letters of counselling or formal disciplinary notations contained therein. Such review shall take place in the presence of **the** employer. **A copy of the above** documents **will be** provided to the employee on request. An employee **is** entitled to place a written response to letters of counselling in his file.

ARTICLE 10 - SENIORITY AND SERVICE

10.01 Probationary Period

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.

10.02 Seniority List

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

10.03 Seniority Accumulation

- (a) Part-time employees shall have their seniority expressed on the basis of number of hours worked in the bargaining unit. (The foregoing **is** for clarity only and therefore does not modify an employee's level of seniority under this collective agreement *or* previous collective agreements.)
- (b) Notwithstanding Article 10.03 (a) seniority shall accrue during a pregnancy leave or parental leave. For the purposes of pregnancy leave and parental leave, seniority accrual shall be determined by multiplying the normal weekly hours times the number of weeks the employee **is** absent **due** to a pregnancy leave up to a maximum of 17 **weeks and/or** the number of weeks the employee is absent due to a parental leave **up** to a maximum of 18 weeks, whichever **is** applicable.
- (c) In the application of seniority, no employee's seniority date may **pre-date** their start **date**.

10.04 Transfer of Seniority

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

10.05 Not Applicable to part-time.

10.06 Application of Seniority on Layoff and Recall

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

10.07 Layoff and Recall Rights

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

10.08 Retention & Accumulation of Seniority on Transfer Outside Bargaining Unit

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.

10.09 Loss of Service and Seniority

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** 11.07 for twenty-four **(24 months)**.
- (d) **is absent** from **scheduled** work *for* a period of three **(3)** or more consecutive working **days**, without notifying the Hospital of such absence **and providing** a reason satisfactory to the Hospital;

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

ARTICLE 11 - LAYOFF AND RECALL

NOTE: Article 11 applies *to* Regular Part-Time Employees only.

11.01 The Hospital **and** the Union agree to work jointly *to* minimize any adverse effects of a long term or permanent layoff (greater than thirteen (13) weeks duration) on employees, **and** maximize creative approaches that meet the interests *of* both the Hospital **and** the employees. Accordingly, in the event of such a layoff the Hospital will:

- (a) provide the Union with no less than 5 months notice;
- (b) commencing at the time that notice **is** given *to* the Union, **and** prior to the giving of written notice to the employees if possible, jointly evaluate, plan **and** review:

the reason causing the layoff

the service the Hospital will undertake after the layoff

how the Hospital intends to effect the lay-off, including areas where layoffs will occur, **and** which employees will **be laid off**

ways the Hospital can assist employees to **find** alternate employment.

- ways and means of avoiding or minimizing the impact, including:
 - < identifying and reviewing **possible** alternatives to any action that **the** Hospital may propose taking;
 - < identifying and reviewing **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.
 - < Identifying Contracting in opportunities
 - < Mapping bumping options for affected employees, to the extent **possible**.

To allow *the* Labour Management Committee to carry out its mandated role under this Article, 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.

11.02 **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* this Agreement.

11.03 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 written notice of permanent or long term layoff. To assist the employee in **this** process, layoff notices will contain, where **possible**, specific information on bumping options. It is agreed and **understood that** Regulation 327, Section 7, of the Employment Standards Act **applies**. It is further **agreed** that notice to both **the Union and** the employees may run concurrently.

After receipt of such written notice, affected employees will have a period of up to seven (7) calendar **days** to indicate to the Hospital **their** choice of options **as outlined** below. The Hospital agrees to meet with the affected employee(s) **within seven (7) calendar days** after it has received written

notification of the employee's choice of entitlement, in order to verify his/her choice or to discuss alternatives.

Note: For purposes of layoff under Article 11, the clinical laboratory department would include the sub-disciplines of laboratory medicine. For purposes of layoff under this Article, a discipline is a service function within a department.

11.04 (1) An employee who **is** subject to permanent or long-term layoff shall have the following entitlements:

- (a) accept the layoff **and be** placed on a recall list for twenty-four (24) months from the date the actual layoff begins; or
- (b) accept the layoff, **and** thereafter, at the Employers option, receive pay in-lieu of notice and not be **required** to report for work during the notice period. It **is** agreed **and** understood that during **the period** of notice the employee's wages **and** benefits will **be** maintained as if he/she were at work, **and** that his/her layoff **will be** deemed to have commenced at the end of the notice period.
- (c) the employee **may displace** an employee who has lesser bargaining unit seniority **and** who is the least senior employee within his or her classification, identical **paying** classification, or lower **paying** classification **in his** or her discipline or **department**, if the employee originally subject to layoff can perform the duties of the least senior **employee** within **his** or her classification, identical paying classification, or *lower paying* classification in **his** or her **discipline** or department without training other than orientation.
- (d) If the **employee** cannot displace an employee in her discipline or **department**, the employee **may** displace an employee who has **lesser** bargaining unit seniority **and** who is **the** least senior employee in a lower **or** identical paying classification in another department, if the employee originally subject to layoff can perform the duties of the least senior employee in a lower or identical paying classification in another department without training other than orientation.

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

- (a) accept the layoff **and be** placed on a recall list for twenty-four (24) months. During this **period** of layoff **the** employee may elect to receive payment of some or all of his/her earned

vacation credits up to a maximum of the period of the layoff. It is understood that his/her vacation bank and entitlement will **be** appropriately **reduced** for that vacation year; or

- (b) displace an employee within his or her classification who has lesser bargaining unit seniority and who **is** the least senior employee within his or her classification, if the employee originally subject *to* layoff can perform the duties of the least senior in his or her classification in his or her discipline without training or orientation.
- (c) If the employee cannot displace an employee in (b), the employee may displace an employee who has lesser bargaining *unit seniority* and who is the least senior employee in a lower or identical paying classification in his or her discipline, if the employee originally subject to layoff can perform the **duties** of the least senior employee in a lower or identical paying classification in his or her discipline without training or orientation.

11.05 Where an employee has **his** or her shift cancelled, the employee shall not **be** entitled to displace another employee.

11.06 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.

11.07 An employee **shall** have opportunity *of* recall from a layoff to an available opening in his or her former classification, or an **equal** or lower paying classification than the one from which the employee was originally **laid** off, in order *of* seniority, provided he/she **has** the qualifications and ability to perform the work, before **such** opening **is** filled on a regular basis under a **job** posting procedure. The **posting procedure** in the collective agreement shall not **apply** until the recall process has **been** completed. An employee who is recalled shall **be credited** with the seniority he/she had at the time *of* the layoff.

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

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

- 11.09 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.
- 11.10 Where there is an available opening which has not been filled in accordance with Article 11.07, 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 10.09 (c).
- 11.11 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 11.06, 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**.
- 11.12 (a) Local Human Resource Plans will **apply** to Health Services Restructuring Commission **directives**. In other circumstances. the balance of this Article will **apply**.
- (b) Before issuing notice of long term layoff pursuant to Article 11.03, and following notice pursuant to Article 11.01 (a), the Hospital will make offers of early retirement allowance in accordance with the following conditions:
- i) **The** Hospital **will** first make offers in order of seniority in the departments(s) **and** in classifications where layoffs would otherwise occur. The Hospital will offer the same number of

early retirements **as** the number of lay-offs it would otherwise make.

- ii) The Hospital will make offers to employees eligible for early retirement under the Hospital pension plan (including regular part-time, if applicable, whether or not **they** participate in the **hospital** pension plan).
- iii) If no employees on the unit affected accept the offer, the Hospital **will** then extend the offer to other employees in the same classification as that being affected in the bargaining unit in order **of** seniority.
- iv) The number of early retirements the Hospital **approves** will not **exceed** the number of employees in that classification who **would otherwise be laid off**.

An employee who elects an early retirement option shall receive, following completion of the **last day** of work, a retirement allowance of two (2) **weeks'** salary for each year of service, to a maximum **ceiling** of twenty-six (26) weeks' salary.

- (c) Where an employee has *received* **individual** notice of long term layoff **under Article 11.03** such employee may resign **and receive** a separation allowance as follows:
 - i) Where an employee resigns effective within thirty (30) days after **receiving** individual notice of long term layoff, **she** or he shall **be entitled to** a separation allowance of two (2) weeks' salary **for** each year of continuous service **to a maximum of sixteen (16) weeks'** pay, **and**, on production of receipts from an **approved** educational program, within **twelve (12)** months of resignation will be reimbursed **for** tuition **fees up to** a maximum of three thousand (\$3,000.00) dollars.
 - ii) Where an employee resigns effective later than thirty (**30 days**) after receiving individual notice of long term layoff, **her or she** shall **be entitled to** a separation allowance of four (**4**) weeks salary, **and**, on production of **receipts** from an **approved** educational program, within **twelve (12)** months **of** resignation will **be reimbursed** for tuition fees **up to a maximum of** one thousand two hundred and fifty (\$1,250.00) dollars.

Note: 11.12 (c) applies to **employees whose** 3 month notice is given **on** or after April 1, 2000.

ARTICLE 12 - TECHNOLOGICAL CHANGE

NOTE: Article 12 **applies** to regular part-time employees only. It does not apply to casual part-time employees.

12.01 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.

12.02 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 13 - JOB POSTING, PROMOTION AND TRANSFER

13.01 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 13.06.

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.

- 13.02 Notices of vacancies referred to in 13.01 shall include, for informational purposes: department, classification, qualifications.
- 13.03 A copy of the posted notice **will be** sent to the local President or his designate, within the aforementioned seven (**7**) calendar days.
- 13.04 The name *of* the successful applicant will **be posted and** a copy sent to the local President or his **designate**.
- 13.05 The Hospital agrees to **discuss** with **unsuccessful** applicants ways in which they can **improve** for **future postings**, if requested.
- 13.06 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.
- 13.07 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.

- 13.08 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**

- 13.09 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.

- 13.10 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 13, and selection shall **be** made in accordance with Article 13.06. All provisions of Article 13 will apply to employees selected in accordance with this provision.

- 13.11 From time to time the **job duties** or **scope** of a bargaining unit position(s) may change in such a way **as** to represent a developmental opportunity, a specialization, or a broadening of **duties for** a limited number of employees within a department (or appropriate **work** unit), without increasing the complement of employees **in the department**.

When **this** occurs, the Hospital **shall** post **this** opportunity in the form of an information notice in the relevant **department(s)** for a period of at least seven (7) calendar **days**. A copy of the **posted** notice will **be** sent to the Local President or designate within the aforementioned seven (7) calendar days.

Employees wishing consideration for these opportunities must express their interest, in **writing**, within the 7 day **period** referenced herein.

The Hospital **shall consider** employees for these opportunities on the **basis** of skill, ability, relevant qualifications and seniority. Notwithstanding the above, the final decision for selection will **be** at the discretion of the Hospital.

If requested, the Hospital **will discuss** with unsuccessful applicants reasons why they were not chosen for the opportunity.

ARTICLE 14 - LEAVES OF ABSENCE

NOTE: Article 14, Leaves of **Absence**, applies to regular part-time employees only.

14.01 Personal Leave

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.

14.02 Union Business Leave

(a) Local Union Business Leave

The Hospital agrees to grant **leaves** of absence without pay to local bargaining **unit** members for the purpose of **attending** Union seminars and/or attending to **Union business**. The cumulative total leave of absence will **be determined** locally, but shall not **exceed** forty (40) **days per** year per hospital.

The amount of notice required **and** the number of employees who may **be absent** at **any** one time **and** from any one area shall **be determined locally** and will be set out in the Local Provisions **Appendix**.

(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.

14.03 Bereavement Leave

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

Immediate family, for the purposes of this section, shall mean spouse, child, parent, sister, brother, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-law and grandparent **of** spouse. "Spouse" for *the* purposes of bereavement leave will include a partner of the same sex. The Hospital, in its discretion, may **extend** such leave with or without pay. Furthermore, where an employee does not qualify under the above-noted conditions, the Hospital may, nonetheless, grant a **paid** bereavement leave.

14.04 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**.

14.05 (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.

(Article 14.05 (a) (ii) is applicable **to** regular part-time employees only)

- (ii) Effective on confirmation **by** the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan, **and** retroactive to date of confirmation **by** the Employment Insurance Commission, an employee who is on pregnancy **leave as provided** under this agreement **and** who is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 **of the** Employment Insurance Act, 1996, 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 Employment Insurance pregnancy **benefits during her** leave and any other earnings. Such payment shall commence following completion of the two week Employment **Insurance waiting period, and** receipt **by** the Hospital of the employee's Employment Insurance cheque **stub** as proof that she is in receipt of Employment Insurance pregnancy **benefits**, and shall continue **while** the employee **is** in receipt of such benefits, for a maximum period of 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.

Note: Effective April 1, 2001, the SUB top-up level increases from 75% to 84%.

(iii) 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.

(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.

{Article 14.05 (b) (ii) is applicable to regular part-time employees only}

- (ii) Effective on confirmation **by** the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan, **and retroactive** to date of confirmation **by** the Employment Insurance Commission, an employee who **is** on parental leave as provided under this agreement and who is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the Employment Insurance Act, 1996, 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 Employment Insurance parental benefits during her leave **and** any other earnings. Such payment shall commence following completion of the two **week** Employment Insurance waiting period. **and** receipt by the Hospital of **the** employee's Employment Insurance cheque **stub as proof that she** is in receipt of Employment Insurance parental **benefits, and** shall continue while the employee *is* in receipt of such **benefits, for a maximum period of ten (10) weeks** for a parental leave. The employee's regular weekly earnings shall **be** determined by multiplying her regular hourly rate on her last **day worked** prior to the commencement of the parental leave times her normal weekly hours. This provision only applies to employees with at least 10 months of continuous service at the hospital prior to the commencement of the parental leave. The employee does **not** have any vested right except

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

Note: Effective April 1, 2001, the SUB top-up level increases from 75% to 84%.

- (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.

14.06 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.

14.07 Pre-Paid leave

(For **details** on Pre-Paid Leave see **Article 26.04**)

ARTICLE 15 - SICK LEAVE AND LONG-TERM DISABILITY

Articles 15.01-15.10 are not **applicable** to part-time employees, with the exception of Medical Certificates

- 15.11 The Hospital shall pay for such medical certificate(s) as it may require from time-to-time to certify an employee's **illness or ability** to return to work.

ARTICLE 16 - HOURS OF WORK & OVERTIME

16.01 Work Week and Work Day

- (b) 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 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 work at *the* Hospital concerned are to thirty-seven and one-half (37½) hours and shall appropriately reflect such hours in this article.)

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 the Local Provisions Appendix.

- (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 25.01 of the collective agreement.

16.02 Rest Periods

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

16.03 Overtime Definition

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.

16.04 Not applicable to part-time

16.05 Missed Meal Breaks

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.

ARTICLE 17 - PREMIUM PAYMENTS AND TRANSPORTATION/MEAL ALLOWANCE

17.01 Standby

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.

NOTE: Article 17.02 is applicable to regular part-time employees only

17.02 Call Back

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 22 or 3 hours **is applicable;** such hospitals shall appropriately reflect the applicable hours in **this** article) 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 purposes of clarification, **Article 17.02** does not **apply** to prescheduled hours of **work**. **Article 17.02** does not **apply** where **the** employee elects to work additional unscheduled hours **made available by** the Hospital.

17.03 Shift Premium

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 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.

17.04 Weekend Premium

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.

17.05 Meal Allowance

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.

17.06 anspc n A ca

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 and will **be** set out in **the** Local Provisions Appendix) 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.

17.07 Responsibility Pay

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.

17.08 Time Off Between Shifts

Failure to provide the minimum number of 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 minimum hour period.

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

The minimum number of hours for purposes of this Article shall **be** determined locally and will **be set out** in the Local Provisions **Appendix**.

17.09 Change of Schedule

(Applicable to regular part-time employees 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.

17.10 No Pyramiding

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 18 - PAID HOLIDAYS

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

18.02 **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 his **regular** straight time rate of **pay** for all **hours** worked on such **holiday**, subject to Article 18.03.

- 18.03 Where the employee **is** required to work on a **paid** holiday for which he is paid at the rate of *time* and one-half (1½) his regular straight time hourly rate **and** ~~is~~ required to work additional hours following the full shift **OR** 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.
- 18.04 Not Applicable to part-time employees.

ARTICLE 19 - VACATIONS

- 19.01 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. Scheduling *of* vacations shall **be** in accordance with local scheduling provisions.

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

Notwithstanding this provision, the calculation *of* service **for** purposes of vacation entitlement **will** include *service* accrued during a pregnancy leave or parental leave **on** the **basis** of seniority accrual during such leaves in accordance with Article 10.03 (a) (ii) 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**.

- 19.02 Not applicable **to** part-time

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

ARTICLE 20 - BENEFITS FOR PART-TIME EMPLOYEES

- NOTE: **Articles** 20.01 to 20.03 *are not* **applicable** to part-time.

20.04 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.

20.05 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 21 - MODIFIED WORK21.01 Modified Work

In order to *facilitate* a safe return to work, in compliance with the *Workplace Safety and Insurance Act*, the *Ontario Human Rights Code*, the collective agreement and other applicable legislation, the parties will endeavour to provide fair and consistent practices to accommodate employees who are ill, injured or permanently **disabled**.

21.02 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.

ARTICLE 22 - CONTRACTING OUT

22.01 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.

ARTICLE 23 - WORK OF THE BARGAINING UNIT

23.01 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.

ARTICLE 24 - CONTINUING EDUCATION

24.01 The Hospital **and** the Union recognize that continuing education is important for **all** employees and that they have shared interests **and** responsibilities *in* ensuring equitable access to it. Therefore:

- (i) The Local Parties will endeavour to maximize internal opportunities for training **and** development which may include **but** are not limited to: lunch hour programs, guest lecturers, **trained** employees training other employees, teleconferences, and access to in-house programs/seminars.
- (ii) Continuing education opportunities **will be** communicated within the department(s). Where access to an opportunity **is** limited, the Hospital **will** identify pertinent selection criteria, terms of payment, etc. Decisions about continuing education opportunities **will be** made at the departmental level within the context of employee, Hospital, and department/program needs.
- (iii) Where the employee requests it, the Hospital **and** the employee will jointly create an Annual Development Plan outlining continuing education goals **and** objectives.
- (iv) **In** the event of dissatisfaction with the **way** in which continuing education decisions **are** made at the departmental level, the issue will **be considered** by a continuing education sub-committee of the Labour Management Committee. This sub-committee **will** consider opportunities, employee needs, **Hospital needs and department/program** requirements. The sub-committee may make recommendation(s) to the Hospital.

ARTICLE 25 - COMPENSATION

- 25.01 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.
- 25.02 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.
- 25.03 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 10.03 (a)(ii) of *the* agreement.

- 25.04 Wage grids *for* those **job** classifications not covered by the Central wage **grids** are an appropriate subject matter for local Negotiations. Notwithstanding the foregoing, those non-standard job classifications will receive general wage increases in accordance with the centrally negotiated agreement.

ARTICLE 26 - SUPERIOR BENEFITS

- 26.01 The Central Parties wish to encourage non-Participating Hospitals and Bargaining Units to **join** the central OPSEU and Participating Hospitals bargaining process.

Therefore, the parties agree:

- 1) a) Each **of** the Local Parties can retain up to three (3) conditions that **exist** in their current collective agreement that either party **considers to be** superior to the current Central Agreement. The parties will negotiate which items may **be kept** as Superior Conditions. Term may not **be** retained as a Superior Condition.
- b) Should the Local Parties agree that wages *is* one of the Superior Conditions to be **protected** under this article, they must **also address** how future Centrally Negotiated wage increases **apply to** the Local Parties' Agreement. This determination of applicability of Centrally Negotiated future wage increases must be dealt with in these negotiations.
- 2) The Local Parties must agree to **adopt** Central Language in their collective agreement, with the exception of the agreed upon Superior Conditions (**see 1 above**).
- 3) The Superior Conditions **will** remain in force for a maximum period *of* the duration of the two Central Agreement terms following the **expiry** of the Central Agreement in force **at the** time that the Local Parties joined the Central Process.
- 4) The Local Parties have only one opportunity *to* join the Central Process with the protection of these Superior Conditions. Should **they leave the** Central Process **and** later **rejoin**, they will not have access to the same opportunity.

- 26.02 Existing rights, privileges, practices, terms or conditions of employment which may **be** considered to **be** superior to those contained herein shall **be** deemed not to continue in effect unless specifically retained **by** this agreement.

ARTICLE 27 - MULTI-SITE ISSUES

- 27.01 Where multi-site/location operations currently exist, or are anticipated, either party may bring forward issues for local bargaining in accordance with the Memorandum of Conditions for Joint Bargaining. Where a new multi-site or location operation arises after the signing of the collective agreement, at the request of either party, the parties will enter into negotiations to effect an agreement to **address multi-site/location issues**.

Such an agreement may encompass **issues** that have traditionally *been* deemed to be Central, subject to approval by the Central Parties. The issues appropriate for local negotiation may include, but are not restricted to: the process used to determine who works where and when, transportation allowance, *cost* of transportation (including parking), travel time, definition of headquarters, **job** posting procedure, health and safety, union committees, **standby**, call back, and scheduling. The Local Parties may wish to use the Flexible Tours Model Agreement to address Hours of Work. Issues that are not appropriate for local negotiation **are**: Layoff **and** Recall, Hours of Work and Overtime (**unless amended** through the Model Agreement with respect to Innovative Scheduling/Flexible Scheduling **Agreement**).

Where the Local Parties are unable to negotiate an agreement on language that modifies central **issues**, the Central Parties will **be** invited to provide assistance. Where assistance from the Central Parties does not result in an agreement, and where the outstanding *issues* **are** only local in nature, the **dispute will be resolved by** mediation/arbitration. Where the matters in **dispute** are Central in nature, the manner of dispute resolution will be determined **by** the **Central Parties**.

ARTICLE 28 - JOB REGISTRY

- 28.01 A Central Repository of Job Openings in Participating Hospitals will **be** maintained **and** updated **by** OPSEU and **posted** on its **Web** Site. The Participating Hospitals will inform OPSEU, **by** way of e-mail or fax, of these job opportunities at the same time **as** they are posted **at** the hospital. This information will include the **job** requirements so employees viewing the listing can ascertain whether or not to make application. OPSEU members who are on **lay** off, or are in receipt of notice of layoff may apply to those vacancies.

These applications will **be** considered after the normal job posting procedure has been completed **and** no internal applicant has been **selected**.

If such an employee who applies through this process is selected, and accepts the position, such employee will transfer his accumulated service to the receiving Hospital for the purposes of placement on the wage **grid** and for vacation entitlement only. Placement on the wage or vacation **grid** means that *the* employee shall be **placed** at the same step in the grid the employee **held** in *his* previous position and shall progress through the **grid** thereafter on the **basis** of his service date from his former Hospital. It is understood that service for the purposes of determining seniority, and notice/severance under the Employment Standards Act, will be **based** upon the first day of employment with the receiving Hospital and will be governed by the terms of the receiving Hospital's collective agreement.

An employee changing Hospitals under this provision will be subject to the normal probationary period as outlined in the hiring Hospital's collective agreement (**Article 10.01**). During this probationary period the employee retains any right of recall he might have to his former Hospital. If for any reason the new employment relationship ceases during the probationary period the employee will return to his former status as a laid off employee of the former Hospital.

After the successful completion of the probationary period the employee forfeits any right of recall to his former Hospital. Any monies that may be owing to the employee as a result of his termination from his former place of employment will be the responsibility of the former Hospital.

ARTICLE 29 - MODEL SCHEDULING AGREEMENTS and PRE-PAID LEAVE

29.01 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 the 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 16.01** 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

(Not applicable **to** part-time)

Article 7 - Paid Holidays

7.01 (Not applicable to part-time)

7.02 (Not **applicable** to part-time)

Article 8 - Vacation

8.01 **As set out in Article 19.01 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

29.02 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

(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

29.03 Job Sharing Arrangements

Where the Hospital **and** the Union agree, **job** sharing arrangements may **be** entered into between the parties **on** a local level. **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 11, the position involved in the job sharing arrangement **will be** maintained as a full-time position in the Hospital's staffing complement.

The model agreement with respect to **job** sharing is set out below:

MODEL AGREEMENT WITH RESPECT TO JOB SHARING

MEMORANDUM OF AGREEMENT

Between: The Hospital -

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

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

Article 1 - Work Unit and Employees Covered

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

Article 2 - Hours of Work

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

Article 3 - Status of Employees

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

Article 4 - Introduction

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

Article 5 - Discontinuance

(Discontinuance provisions to **be set out** in this Article. In preparing discontinuance language, the **parties** shall make provisions **for a full-time** employee who has transferred

to a regular part-time position as part of a **job** sharing arrangement to have the first option of returning to that full-time position on the collapse of the arrangement.)

Dated this ____ day of _____, 19__.

FOR THE UNION

FOR THE HOSPITAL

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

29.04 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 14.07(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 14.07 (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 14.07 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) Benefits for Part-time Employees

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

(h) Seniority and Service

Not applicable to part-time.

(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 29.04 (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.

DURATION AND RENEWAL

30.01 This Agreement shall continue in effect until the 31st day of March, 2002 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:

30.02 (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 INTENT - CENTRAL JOINT ACTION COMMITTEE

The Hospitals **and** OPSEU share significant interests in the advancement of the professions and fields of work represented **by** the OPSEU bargaining units.

A Central Committee **will** be established to identify and **pursue** opportunities to work together in these regards. The Committee **will be** composed of two representatives appointed **by** each of OPSEU **and** the OHA, and will meet at least quarterly.

The parties will invest in this Committee *the* authority **and**, on a cost share **basis**, the funds that it needs to work effectively.

The mandate of the Committee will include, **but is** not limited to, the following:

- < Determining its reporting mechanisms and frequency,
- < Finding ways **to raise** the profile of the professions and **fields** of work,
- < Engendering **public** knowledge, support **and** recognition for the critical nature of this work,
- < Working together **on strategies** to gain public and government support for funding to meet **future needs**,
- < **Identifying** and implementing strategies to increase future retention and recruitment **for** these areas of work,
- < Seeking approaches to create new employment opportunities, and
- < Working to increase the awareness within the hospital of the work of **these** employees

The Committee **will begin its** work **by identifying the** areas that need to **be addressed and** gathering / sharing the information *necessary* for informed discussion.

LETTER OF INTENT - CENTRAL BARGAINING

The Central Parties recognize that it would be beneficial to encourage non-Participating Hospitals and bargaining units to join the Central Bargaining Process. To facilitate this the Central Parties **will** jointly assist the Local Parties in identifying the necessary conditions that **will** enable them to participate in Central Bargaining.

OPSEU and the OHA also undertake to separately explore with their respective principals ways in which **they** might **address** current barriers that prevent Non-participating Hospitals and Bargaining Units from joining the Central Bargaining Process.

Signed at Burlington, Ontario the 30 day of November, 2000

FOR ONTARIO PUBLIC
SERVICE EMPLOYEES UNION

FOR THE PARTICIPATING HOSPITALS

Jennifer Rucinski
W. W. W.

D. G. G.
D. G. G.

John Green
W. W. W.

W. W. W.

Catherine Brown
Leah Lul

W. W. W.
W. W. W.
W. W. W.
W. W. W.

**PART TIME
COLLECTIVE AGREEMENT
APPENDIX OF LOCAL PROVISIONS**

between

**JOSEPH BRANT MEMORIAL HOSPITAL
("hereinafter referred to as the Hospital")**

and

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION
LOCAL 206
("hereinafter referred to as the Union")**

Expires March 31, 2002

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ARTICLE A - SCOPE AND RECOGNITION

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 B - MANAGEMENT RIGHTS

- B-1 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
- B-2 It is agreed that these rights shall not be exercised in a manner inconsistent with the express provisions of this agreement.

ARTICLE C - REPRESENTATION AND COMMITTEES

- C-1 In accordance with Article 6.04(a) of the collective agreement, the Hospital agrees to recognize a negotiating committee of three **(3)** members to be elected or appointed from the **bargaining** unit.

ARTICLE D - LOCAL UNION BUSINESS LEAVE

- D-1 The cumulative total leave of absence as per Article 14.02(a) will be fifteen (15) working days per year.
- D-2 Not more than two **(2)** employees in total and not more than one (1) employee from any one section **shall be so absent** at any time. All such time off shall be requested and granted in writing.

ARTICLE E - HOURS OF WORK & OVERTIME ACCUMULATION

- E-1 Overtime accumulation for the **purposes** of Article 16.04 shall accumulate to a maximum of one (1) **day**. **If the employee** chooses to **take** equivalent time off then such time off **must be** taken within the succeeding two **(2) pay periods** of the occurrence of **the** overtime.
- E-2 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.
- E-3 No employee shall **be scheduled to work** more than seven (7) consecutive **days** without his written consent. Written consent **will be** required for each time the working schedule **exceeds** seven **(7) consecutive shifts**.
- E-4 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.
- E-5 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.
- E-6 A schedule of working hours will be posted **at least four (4) weeks** in **advance** of the **week to** which they **apply**.

ARTICLE F - PREMIUM PAYMENTS

- F-1 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.
- F-2 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.

ARTICLE G - PAID HOLIDAYS

- G-1 In order to qualify for holiday pay, an employee must work his last full scheduled shift immediately preceding and his first full scheduled shift immediately following the holiday, unless **excused** from doing so **by** the Hospital.
- G-2 An employee who **is scheduled** to work on a **paid** holiday and who fails to **do** so shall lose **his** entitlement to holiday **pay** unless excused **by** the Hospital.
- G-3 If a paid holiday **is** observed during an employee's vacation period or on his regular day off, he **shall** be granted a lieu day off with pay on a date to **be** selected by mutual agreement between the Hospital **and** the employee provided that he meets the requirements of Article G-1
- G-4 Holiday **pay shall be defined as** the amount of straight-time pay, exclusive of shift premium, which the employee would have received if he had worked his normal daily working schedule on the holiday in question.
- G-5 An employee who **is** scheduled off **on** a recognized holiday and is called into work on such recognized **holiday shall be paid double** his basic pay in addition to a **day** off in lieu to **be** scheduled at a **time** mutually agreeable to the employee and the Hospital within thirty (30) **days** of the **holiday**.

ARTICLE H - VACATIONS

- H-1 For the **purpose** of computing vacation entitlement and vacation pay, the vacation year shall **be deemed** to commence on May 1 of any year **and to end** on April 30 of the following year. Vacations earned during any single vacation year must **be** taken during the immediately **subsequent** vacation year.
- H-2 For *the* purpose **of** this Agreement, **the** expression "continuous service" shall mean the period **during** which the employee has been continuously in the full-time employ of the Hospital since his last date of hiring.

ARTICLE I - COMPENSATION

- I-1 Occupational Classifications and Wage Rates are *set out* in Appendices A, B, & C which are attached hereto and form part of this Agreement.
- I-2 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 J - HEALTH PROGRAMME

- J-1 Appointment to permanent staff is **made** only on the right to examine and is subject to the suitability of the individual's physical health for the position to which they **are** being appointed. Employment and annual health examinations will **be** scheduled **by** the Hospital. These examinations will include chest x-ray and/or test for tuberculosis, as specified under the Public Hospitals Act. Such examinations must **be** taken by the employees subject to the limitations provided in the Act.
- J-2 The employment examination will be **carried out by** the Hospital's physician. Employees will **have** the privilege of having the annual examination performed **by** their own family physician. The Hospital will pay the rate authorized by the Ontario Hospital Insurance Plan.
- J-3 An employee who contacts Staphylococcus infection shall receive full treatment and medication at the expense of the Hospital.

ARTICLE K - GENERAL

- K-1 The Union shall have the **privilege** of posting Union notices on bulletin boards provided for that purpose **by** the Hospital. Such notices must **be** approved **by** the Personnel Director or **his** designate before posting
- K-2 At least one (1) month's written notice of intention to terminate employment must **be** given **by** the initiating party, provided that the Hospital may, in lieu of notice, **pay** the employee all outstanding wages **and** an amount equivalent **to** the salary which would accrue **during** the **period** of notice. **In all cases** of termination for **just** cause wages in lieu of notice **will not be paid** to the terminated employee.
- K-3 Wages are to **be paid bi-weekly**. Employees **will be paid during** working hours
- K-4 All deductions from an employee's **pay** shall **be** clearly defined as to the amount and the purpose therefore on the employee's pay stub
- K-5 Upon giving at least **seven** (7) days notice in writing to the Department Director, employees may receive on their last **day** preceding commencement of their annual

vacation, **any** cheque which may fall due during the period of their vacation

K-6 Where any provisions of **this** Agreement or any practice thereunder are at any time contrary *to law*, this Agreement **is** not to **be** deemed *to be* abrogated **but** is to **be** deemed to **be** amended **so as** to make the **provisions** of **this** Agreement conform to **law**.

APPENDIX "A" - O.P.S.E.U.

OCCUPATIONAL CLASSIFICATIONS AND SALARY RATES

• SALARIES ON A MONTHLY AND HOURLY BASIS

EFFECTIVE APRIL 1, 2000 – Includes Pay Equity Adjustments

	<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										
Monthly	\$2,671.89	\$2,773.00	\$2,874.11	\$2,975.21	\$3,074.66					
Hourly	\$16.44	\$17.06	\$17.69	\$18.31	\$18.92					
Technician 3										
Monthly	\$2,853.82	\$2,963.71	\$3,070.22	\$3,180.11	\$3,288.31					
Hourly	\$17.56	\$18.24	\$18.89	\$19.57	\$20.24					
Technician 4										
Monthly	\$3,190.26	\$3,310.13	\$3,432.68	\$3,553.75	\$3,673.78					
Hourly	\$19.63	\$20.37	\$21.12	\$21.87	\$22.61					
Technician 5										
Monthly	\$3,378.38	\$3,505.13	\$3,633.50	\$3,761.88	\$3,890.25					
Hourly	\$20.79	\$21.57	\$22.36	\$23.15	\$23.94					
Registered Technologist										
Monthly	\$3,066.84	\$3,219.00	\$3,345.80	\$3,484.43	\$3,623.06	\$3,761.70	\$3,900.33	\$4,040.65	\$4,177.60	\$4,317.92
Hourly	\$18.87	\$19.81	\$20.59	\$21.44	\$22.30	\$23.15	\$24.00	\$24.87	\$25.71	\$26.57
Senior Technologist										
Monthly	--	--	\$3,545.75	\$3,692.91	\$3,839.88	\$3,988.24	\$4,133.64	\$4,283.50	\$4,427.81	\$4,577.63
Hourly			\$21.82	\$22.73	\$23.63	\$24.54	\$25.44	\$26.36	\$27.25	\$28.17
Charge Technologist										
Monthly	--	--	\$3,747.61	\$3,903.25	\$4,057.56	\$4,213.10	\$4,368.64	\$4,524.98	\$4,678.38	\$4,836.59
Hourly			\$23.06	\$24.02	\$24.97	\$25.93	\$26.88	\$27.85	\$28.79	\$29.76

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

APPENDIX "A" - O.P.S.E.U.

OCCUPATIONAL CLASSIFICATIONS AND SALARY RATES

*SALARIES ON A MONTHLY AND HOURLY BASIS

EFFECTIVE APRIL 1, 2001 – Includes Pay Equity Adjustments

	<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										
Monthly	\$2,738.69	\$2,842.32	\$2,945.96	\$3,049.59	\$3,152.50					
Hourly	\$16.85	\$17.49	\$18.13	\$18.77	\$19.40					
Technician 3										
Monthly	\$2,925.16	\$3,037.80	\$3,146.98	\$3,259.62	\$3,370.52					
Hourly	\$18.00	\$18.69	\$19.37	\$20.06	\$20.74					
Technician 4										
Monthly	\$3,254.06	\$3,376.33	\$3,500.25	\$3,624.82	\$3,747.26					
Hourly	\$20.02	\$20.78	\$21.54	\$22.31	\$23.06					
Technician 5										
Monthly	\$3,445.00	\$3,575.00	\$3,706.63	\$3,836.63	\$3,968.25					
Hourly	\$21.20	\$22.00	\$22.81	\$23.61	\$24.42					
Registered Technologist										
Monthly	\$3,158.84	\$3,316.63	\$3,446.17	\$3,588.96	\$3,732.63	\$3,872.38	\$4,018.63	\$4,161.87	\$4,302.92	\$4,447.46
Hourly	\$19.44	\$20.41	\$21.21	\$22.09	\$22.97	\$23.83	\$24.73	\$25.61	\$26.48	\$27.37
Senior Technologist										
Monthly	--	--	\$3,653.00	\$3,803.70	\$3,956.88	\$4,107.89	\$4,259.13	\$4,412.01	\$4,560.65	\$4,714.13
Hourly			\$22.48	\$23.41	\$24.35	\$25.28	\$26.21	\$27.15	\$28.07	\$29.01
Charge Technologist										
Monthly	-	--	\$3,860.04	\$4,020.35	\$4,179.29	\$4,340.38	\$4,499.70	\$4,662.19	\$4,819.75	\$4,981.68
Hourly			\$23.75	\$24.74	\$25.72	\$26.71	\$27.69	\$28.69	\$29.66	\$30.66

* Based on 7.5 hour work week. Wage rates are prorated where work week is less than 37.5 hours per week.

2806

Job Sharing

JOB SHARE MEMORANDUM AGREEMENT

BETWEEN:

JOSEPH BRANT MEMORIAL HOSPITAL

- an6 -

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(and its Local 206)**

250
Article 1

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.

Article 2

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.

Article 3

For purposes of departmental continuity the following positions could be exempt from job sharing provisions: *may do job.*

- (a) Charge Technologist
- (b) Senior Technologist
- (c) Technologists trained in special procedures and C.T. Scan.

Job Sharing partners must be in the same job classification.

Article 4

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.

- 2 -

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 weekend6 as it pertains to the full-time positions.

Article 5 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.

Article 6 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.

Article 7

(a) 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.

(b) Employees shall be required to cover for their partner during a pre-planned illness or leave of absence of a duration of more than 7 days.

Article 8

(a) 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.

(b) 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.

Article 9

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.

FOR THE UNION

FOR THE EMPLOYER

<u>Elizabeth Brown</u>	<u>Deirdre Feynman</u>
<u>Wanda Pinner</u>	<u>J. B. Burt</u>

DATED THIS 10th DAY OF November, 1994

November 30, 2000

<u>Jeanette Ruckler</u>	<u>T. J. Smith</u>
<u>Wanda</u>	<u>D. Shens</u>
<u>[Signature]</u>	<u>M. J. [Signature]</u>
<u>Thomas Grease</u>	
<u>[Signature]</u>	
<u>Catherine E. Brown</u>	
<u>1 0 0 1</u>	

MEMORANDUM OF AGREEMENT

BETWEEN

O.P.S.E.U. LOCAL 206

AND

JOSEPH BRANT MEMORIAL HOSPITAL

RE: GUIDELINES FOR STAFF COVERAGE

1. These guidelines will provide direction in ensuring appropriate staff coverage in the Radiology and Laboratory departments to maintain a safe environment for all patients and staff.

The Manager has the overall responsibility for evaluation and scheduling of staff as required by the department. The Charge Techs may assist the Manager with the assessing and planning of daily staff requirements.

All other conditions and terms of the collective agreement between the parties, shall remain in effect.

2. **PROCEDURE**

Short term replacement sick call when Charge Tech or Senior Technologist on duty.

Sequence of Calls:

1. Call Relief Staff
 2. Regular part-time not on duty
 3. Offer tour according to seniority to person able to do the job.
- Every effort should be made to have a technician work for a technician and a technologist work for a technologist.
 - If everyone refuses, the most junior person will be expected to stay on duty.
 - The shift may be divided between two or more people.

Sick calls received on weekends or statutory holidays must be arranged by the technologists on duty.

sequence of Calls:

1. Call Relief Staff
 2. Regular Part-time not on duty
 3. If relief or part-time are not available full-time person must be called starting with most senior person.
- coverage may be shared by two people or a double shift may be necessary.

Signed in Burlington, Ontario, on this 31st
day of October, 1993.

For the ospital

For O.P.S.E.U.
Jennifer Bueckler
Karen Tebilet

November 30 2000

D. S. ...

D. Shens

M. ...

Jennifer Bueckler

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