

# **Collective Agreement**

**between**

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

**AND**

**Joseph Brant Memorial Hospital  
Full Time**

**Expiry Date: March 31, 2002**

**OPSEU**



**SEFPO**

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

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**. Where a Hospital has **two** or more agreements with OPSEU, then a joint committee shall represent all units unless otherwise agreed.

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

7.09 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**:

- i) the time needed for research, consultation **and** preparation for the meeting(s) **and**,
- ii) 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 (30<sup>th</sup>) 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 (30<sup>th</sup>) 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 counseling 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 counseling 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) Not applicable to full-time.
- (b) Full-time employees **will** accumulate seniority on the **basis of** their continuous **service** in *the* bargaining unit from the last date of hire, except **as** otherwise **provided** in the collective agreement or previous collective agreements. (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.)
- (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 Effect of Absence

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

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

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

It is further **understood that** during such **absence**, credit for seniority shall **be suspended and** not accrue **during** the period of absence. Notwithstanding this provision, seniority shall accrue for a period of thirty (30) months if an employee's absence **is** due to disability resulting in WCB or LTD benefits.

- (ii) Notwithstanding Article 10.05 (a) (i), service **and** seniority will accrue for a maximum period of seventeen (17) weeks if an employee's absence **is due** to a pregnancy leave, **and** for a maximum period of eighteen (18) weeks if an employee's absence **is due to a** parental leave. In addition, the Hospital will continue to pay its **share** of the premiums of the subsidized employee benefits in which **the** employee is participating for **up** to seventeen (17) **weeks from the** commencement of the **leave** while the employee **is** on pregnancy leave, and for up to

eighteen (18) weeks from the commencement of the leave while the employee is on parental leave, unless the employee does not intend to pay her contributions.

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

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 Full-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.

(e) If **the** employee cannot **displace** an employee in his or 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 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

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: The provisions of Article 14, Leaves of Absence, apply to full-time and regular part-time employees but **do** not apply to casual part-time employees.

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

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

#### 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

15.01 The Hospital shall provide a short-term **sick** leave plan **at** least equivalent to that **described** in **the** 1992 Hospitals of Ontario Disability income Plan (HOODIP) **brochure**.

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

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

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

15.04 Effective April 1, 2000, **employees** with 4 or more years service will **be** paid at the 100% **benefit** level for all incidences of **absence** covered **by** HOODIP.

- 15.05 Any dispute which may arise concerning an employee's entitlement to short-term or long-term benefits under HOODIP may **be** subject to grievance and arbitration under the provisions of this Agreement.
- 15.06 An employee **who** ~~is~~ absent from work as a result of an illness or injury sustained at work **and** who **has** been awaiting approval of a claim for Worker's Compensation for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit the employee would receive from Workers' Compensation if the employee's claim was approved, or ~~the~~ benefit to which the employee would be entitled under the short term sick portion of the disability income plan (HOODIP or equivalent plan). Payment will be **provided** only if the employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will **be** refunded to the Hospital following final determination of the claim **by** The Workers' Compensation Board. If the claim for Workers' Compensation is not approved, the monies **paid** as an advance **will** be **applied** towards the benefits to which the employee would **be entitled** under the short term portion of the disability income plan. **Any** payment under this provision will continue for a maximum of fifteen (15) weeks.
- 15.07 Sick leave banks standing to the credit of an employee shall be utilized to supplement payment for sick leave days which would otherwise be **paid** at less than full wages, or for sick leave days at no wages.
- 15.08 Pay out of sick leave credits shall **be** made on termination of employment or, in the case of death, to the employee's estate. The amount of the payment shall **be** a cash settlement **at** the employee's then current salary rate for any unused sick credits to the maximum provided under the previous accumulating sick leave credit plan.
- 15.09 Where an employee, employed as of the effective date of the transfer to HOODIP or equivalent, **did** not have the **required** service to qualify for pay out on termination, he shall **be** entitled to the same pay out provisions as set out in Article 15.06 above, providing he subsequently achieves the necessary service to qualify for pay out under those provisions.
- 15.10 Where an employee, with accumulated sick leave credits remaining, is prevented from working for the Hospital because of an occupational illness or accident that is recognized **by** the Workers' Compensation Board **as** compensable within the meaning of the Workers' Compensation Act the Hospital, on application from the employee, will supplement the award made **by** the Workers' Compensation Board for loss of wages to the employee by such amount that the **award** of the Workers' Compensation Board for loss of wages, together with the supplementation of the Hospital, will equal one **hundred** percent (100%) of the employee's *net* earnings to the limit of the

employee's accumulated sick leave credits. Employees may utilize such sick leave credits while-awaiting approval of a claim for Workers' Compensation.

- 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

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

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.

- (b) Not to applicable full-time.
- (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 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 (1 1/2) times the regular straight time hourly rate of pay.

16.04 Overtime/Call Back Accumulation

Where an employee has worked **and** accumulated approved overtime hours (other than overtime hours related to paid holidays) or has accumulated hours for Call Back up to a maximum, then such employee shall have the option of electing payment at the applicable overtime rate or time off equivalent to the applicable overtime rate (**i.e.** where applicable rate is one and one-half times, then time off shall be at one and one-half times) Where an employee chooses the latter option, such time off must **be** taken within the period set out in the Local Provisions Appendix, or payment in accordance with the former option shall be made. Further, such time off must be taken at a time mutually agreeable to the Hospital and employee.

The maximum for purposes of overtime/call **back** accumulation and the scheduling of time off shall **be** determined locally **and** shall be *set out* in the Local Provisions Appendix.

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 time **and** one-half (1 1/2) his regular straight time hourly rate for all time worked in excess of *his* normal **daily** hours.

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.

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 2 1/2 or 3 hours **is** **applicable**; **such** hospitals shall appropriately reflect the applicable hours in this article) **at** time and one-half (1 1/2) his regular straight time hourly rate for work performed on each call-in. In the event that such two (2) hour period overlaps and extends into his regular shift he will receive the two (2) hour guarantee payment **at** time and one half (1 1/2) and his regular hourly

rate **for** the remaining hours of his regular shift. The reference to leaving the Hospital premises referred to above will not **be** applicable where an employee remains in the Hospital on standby arrangement with the Hospital.

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 Transportation Allowance

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 (1 1/2) 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

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

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 provide twelve** (12) **paid holidays** with appropriate payment to all employees who **have** completed twenty (20) **days worked with** the employer, **provided** that he fulfils the qualifying conditions, if any, set out **in** the **respective** collective agreements. It is understood that



the list of paid holidays may include a combination of designated and non-designated **days** such as float **days**, anniversary days, and birthdays.

New Year' Day	Civic Holiday
2 <sup>nd</sup> Monday in February	<b>Labour Day</b>
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day (To be observed the 2 <sup>nd</sup> Monday of November)
Victoria Day	Christmas Day
Canada Day	Boxing Day

- 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 (1 1/2) his regular **straight** time rate of **pay** for all hours worked on such holiday, subject to Article 18.03. In **addition**, **he will** receive a **lieu day** off with pay in *the* amount of **his** regular straight time hourly rate of **pay** times seven **and** one-half (7 1/2) hours, **except** in those **hospitals** which have a standard work **day** of **less** than seven **and** one-half (7 1/2) hours in which case holiday **pay** will **be based** on the standard **daily hours** in that hospital. The scheduling of lieu **days** shall **be determined** locally **and** shall **be set out** in *the* **Appendix** of Local Provisions
- 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 (1 1/2) **his** regular straight time hourly rate **and** **is** required to work additional hours **following** the full shift on that **day** (**but** not including hours **on** a subsequent regularly scheduled tour for such employee) he shall receive **two (2) times** his regular straight time hourly rate for such additional **hours** worked.
- 18.04 An employee who **qualifies to** receive **pay** for any holiday **will not be** entitled, in the event **of illness**, to receive sick **pay** in **addition** to holiday pay in respect of the same **day**.

## ARTICLE 19 - VACATIONS

- 19.01 Registered Technologist **and** higher classifications who have completed **less** than one (1) year of continuous **service shall be** entitled to a vacation on the **basis** of 1.25 **days** per month for each completed month of service with pay in the amount of 6% of **gross** earnings.

Registered Technologist and higher classifications shall receive three (3) weeks vacation after one (1) year **of** continuous service, **and** four (4) weeks vacation after three (3) years of **continuous** service.

Employees below the Registered Technologist classification who have completed less than one (1) year of continuous service shall **be** entitled to a

vacation on the basis of .83 days per month for each completed month of service with pay in the amount of 4% of gross earnings.

Employees below Registered Technologist shall receive *two* (2) weeks vacation after one (1) year of continuous service, *three* (3) weeks vacation after two (2) years of continuous service and four (4) weeks vacation after five (5) years of continuous service.

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

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

Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall **be considered** sick leave.

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

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 - HEALTH AND WELFARE BENEFITS

20.01 The Hospital agrees to contribute towards the premium coverage of participating eligible employees in the active employ of the Hospital under the insurance plans as set out in Article 20.01 subject to their respective terms and conditions including any enrolment requirements. For newly hired employees, coverage as set out in Article 20.01 shall **be** effective the first **billing date** in the month following the month in which the employee was first employed **subject to** any enrollment or other requirements of the Plan. In no instance shall the **first billing date** for an employee occur later than the first day of the fourth full month following the month in which the newly-hired employee was first employed:

(a) Semi-Private Hospital Insurance

The Hospital agrees to **pay** seventy-five (75%) of the **billed** premiums towards coverage of eligible employees in the active employ of the Hospital under the Liberty Health Plan or comparable coverage with another carrier.

(b) Extended Health Care

The Hospital **shall** contribute on behalf **of** each eligible employee seventy-five percent (75%) of the **billed** premium under the Extended Health Care **Plan** (Liberty Health \$15-25 deductible plan including hearing **aids** with a maximum of \$300.00 **per** person and vision care with a maximum of \$150.00 every 24 months per person, or its equivalent) provided the balance of the monthly premium **is paid by** employees through payroll deduction. Any Hospital currently paying more than 75% of the premium shall continue **to do** so. The drug formulary shall **be** as defined by **Liberty** Health Formulary Three.

Note: The change of vision care maximum *is* effective **April 1, 2001**.

(c) Dental

The Hospital agrees to contribute seventy-five percent (75%) of the **billed** premiums towards coverage of eligible employees in the active employ of the hospital **under** the Liberty Health Dental Plan #9 (or its equivalent) **based** on the current ODA **fee schedule provided** the balance **of the** monthly premiums are paid **by** the participating employees through payroll deduction. Employees will be enrolled in the existing Plan in **accordance** with the terms **and** conditions of the Plan. The Plan shall provide for recall oral examination to be covered once every 9 months.

Effective April 1, 2001, orthodontic coverage will **be included** for participating employees on a 50/50 co-insurance basis, with a lifetime maximum of \$1,000 per **insured** person.

(d) Group Life Insurance

The Hospital shall contribute one **hundred** percent (100%) toward the monthly premium of HOOGLIP or other equivalent group life insurance plan in effect **for** eligible full-time employees in the active employ **of** the Hospital on the **eligibility** conditions set out in the existing Agreements.

(e) Same Sex Partner Coverage

Coverage will **be** available to an employee **and** his or her same sex partner, **and** their dependants in accordance with the terms and conditions of the plans.

20.02 Change of Carrier

It is **understood** that the Employer may at any time substitute another carrier for any Plan (other than OHIP) provided the benefits are equivalent and are neither **reduced** or increased. The Employer shall provide to the Union full specifications of the benefit programs contracted for before implementation of any change.

20.03 Pension

**All** present employees enrolled in **the** Hospital's Pension Plan shall maintain their enrollment in the Plan **subject** to **its** terms **and** conditions. New employees and employees employed but not *yet* eligible for membership in the Plan **shall, as** a condition of employment, enroll in the Plan when eligible in accordance with **its** terms **and** conditions.

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.

20.06 Benefits on Lay-off

Effective for employees whose actual lay-off date is April 1, 2000 or after, such employees are entitled to the Extended Health **and** Dental benefits. Employees will **be able to buy** those benefits **at** 100% employee cost. The employee **will be** responsible for **making** appropriate arrangements with the Hospital *for* payment of both the employer and employee portions of the premium costs. The employee **will be able** to access these benefits for a maximum of 12 months from the date of their actual lay-off.

20.07 Benefits on Sick Leave

Effective for absences **beginning on** or **after** April 1, 2000, the Hospital will **pay** the employer portion of **the benefit** premiums while an employee is on sick leave, **including** the EI **period** prior *to* the commencement of long term disability **and** LTD, to a maximum of 30 months from the date the absence **began**.

## ARTICLE 21 - MODIFIED WORK

- 21.01 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.

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.

25.04 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-sitellocation 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-sitellocation 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 (1 1/2) 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** **basts** of 15 minutes for each 3.75 hours worked.

## Article 5 - Meal Periods

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

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

(Applicable to Full-Time Employees Only)

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

## Article 7 - **Paid Holidays** (Applicable to Full-Time Employees Only)

7.01 Holiday pay will **be computed on the basis** of the **employee's** regular straight time hourly rate of **pay times the number** of hours for **a normal or standard work day as set out** in Article 16.01 (a).

7.02 **An** employee required to work on any of **the designated** holidays **listed** in the collective agreement **shall be** paid at the rate of time and one-half (1 1/2) his regular straight time rate **of pay** for all hours **worked** on such holiday, subject to **Article 18.03**. In **addition**, he will receive a lieu day off with **pay** in the amount of his regular **straight time hourly rate** of pay times seven and one-half (7 1/2) **hours**, except in those **hospitals** which have **a standard work day of less than seven** and one-half (7 1/2) hours *in which case* holiday **pay will be based** on the standard **daily** hours in that hospital.

Article 8 - Vacation

8.01 Vacation entitlement **as set out** in Article 19.01 (a) will be converted to hours on the **basis of the** employee's normal work week.

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) Health and Welfare Benefits

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

Full-Time Employees Only

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

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

(h) Seniority and ServiceFull-Time Only

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

(i) Assignment on Return

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

(j) Withdrawal Rights

(i) A participant may withdraw from the **plan** at any *time* up to a date three (**3**) months prior to the commencement of the leave. Deferred salary, and accrued interest will **be** returned to the participant within a reasonable period of time.

(ii) On Leaving Employment

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

(k) Replacement Employees

The Hospital will endeavour to **find** a temporary replacement for the employee, as **far** in advance as practicable. If the Hospital is unable to **find** a suitable replacement, it may postpone the leave. If, after a period of postponement, a **suitable** temporary replacement cannot be found, the Hospital **will** have the option of considering a further postponement or of collapsing the **plan**. The employee, subject to such 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 26.04 (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.

The parties agree that the provisions attached hereto represent the central portions of the full-time collective agreements between each of **the** applicable **participating** hospitals (as listed in Appendix "A" to the Memorandum of Settlement and the corresponding locals of the Ontario Public Service Employees Union, expiring March 31, 2002

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

FOR ONTARIO PUBLIC  
SERVICE EMPLOYEES UNION

FOR THE PARTICIPATING HOSPITALS

Jennifer Rusk

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**FULL 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 for all Medical Laboratory, Radiology and Nuclear Medicine Technologists, Technicians and Assistants employed by the Hospital in Burlington, save and except Assistant Chief Technologist and those above the rank of Assistant Chief Technologist, Clinical Instructor, **students** in training, students employed during the school vacation period, office and clerical employees, employees covered by subsisting labour agreements and persons regularly employed for not more than twenty-four (24) hours per week.

## 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 contracts 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>
<b>Technician 2</b>										
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					
<b>Technician 3</b>										
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					
<b>Technician 4</b>										
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					
<b>Technician 5</b>										
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					
<b>Registered Technologist</b>										
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
<b>Senior Technologist</b>										
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
<b>Charge Technologist</b>										
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 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>
<b>Technician 2</b>										
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					
<b>Technician 3</b>										
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					
<b>Technician 4</b>										
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					
<b>Technician 5</b>										
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					
<b>Registered Technologist</b>										
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
<b>Senior Technologist</b>										
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
<b>Charge Technologist</b>										
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 a 37.5 hour work week. Wage rates are prorated where work week is less than 37.5 hours per week.

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2806

Job Sharing

JOB SHARE MEMORANDUM AGREEMENT

BETWEEN:

- and -

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: *ayib 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 weekends 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

Elizabeth Brown  
William P. ...

Loise ...  
L. ...

DATED THIS

10th.

DAY OF

Nov, 1994

Jennifer ...  
Michelle  
Jan Greene  
...  
Catherine Bowman  
Leah ...

November 30 2000

[Signature]  
D Adams  
Wilkinson

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 \_\_\_\_\_  
day of \_\_\_\_\_, 1993.

31st

For the Hospital

*[Signature]*

For O.P.S.E.U.

*Jennifer Buckley*  
*Karen Fehilwood*

November 30, 2000

*[Signature]*

*D. Adams*

*[Signature]*

*[Signature]*

*Jennifer Buckley*

*[Signature]*

*Jan Greene*