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EFF.	94	04	01
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No. OF EMPLOYEES	250		
NOMBRE D'EMPLOYÉS	JFC		

Collective Agreement

between

**Ontario Public Service Employees Union
and its Local 581**

AND

**Scarborough General Hospital
(Clerical)**

Duration: April 1, 1994 TO: March 31, 1996

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Article 1 -PURPOSE

1.01 The general purpose of this Agreement is to establish mutually satisfactory employment relations between the parties covered by this agreement, to establish mutually satisfactory conditions of employment as set out herein, and to provide for the means of prompt settlement of grievances and final settlement of disputes.

Article 2 - RECOGNITION

2.01 The Hospital recognizes the Union as the bargaining agent of all office and clerical employees of Scarborough General Hospital employed in Scarborough, Ontario, save and except supervisors and those above such rank, students employed during the school vacation period, Executive Secretaries and employees covered by subsisting Labour Agreements.

Article 3 - MANAGEMENT RIGHTS

3.01 The Union recognizes that the management of the Hospital and the direction of the working forces are fixed exclusively in the Hospital and shall remain solely with the Hospital and without limiting the generality of the foregoing, it is the exclusive function of the Hospital to:

- (a) maintain order, discipline and efficiency,
- (b) hire, assign, retire, discharge, direct, classify, transfer, promote, demote, layoff, recall, suspend, and otherwise discipline employees, provided that, if an employee claims that they have been discharged or disciplined without just cause, a grievance may be filed and dealt with in accordance with a grievance procedure.
- (c) establish, alter and enforce reasonable rules and regulations to be observed by the employees.
- (d) determine the kind and location of equipment to be used, the allocation and numbers of employees required from time to time, the services to be performed, and all other rights and responsibilities of management not specifically modified elsewhere in this agreement.

3.02 The Hospital will not exercise its rights in a manner inconsistent with the provisions of this agreement.

Article 4 - DISCRIMINATION

4.01 The Hospital and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members because of an employee's membership or non-membership in the Union. The Union agrees that there will be no Union activity during working hours or meetings on the Hospital's premises, except as permitted by the Hospital or as otherwise provided in the Collective Agreement.

4.02 The Hospital and the Union will comply with the Ontario Human Rights Code relating to discrimination.

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Article 5 - **STRIKES AND LOCKOUTS**

5.01 The Union agrees that there will be no strikes and the Hospital agrees that there will be no lockouts during the term of this Agreement. The terms "strike and lockout" shall have the meaning given in the Labour Relations Act of Ontario.

Article 6 - **UNION SECURITY**

6.01 Employees not covered by the terms of this Agreement will not perform duties normally assigned to those employees who are covered by this Agreement, except for the purposes of instruction, experimentation or in emergencies when regular employees are not readily available.

6.02 The Hospital shall deduct, once each month, from each employee covered by this agreement, a sum equal to the monthly Union dues of each such employee. The Union shall notify the Hospital in writing the amount of such dues from time to time. The Union agrees to save the Hospital harmless from all-deductions so made. The Hospital will send to the Union, once each month its cheque for the dues so deducted, along with a list of names from whom deductions have been made.

6.03 On commencing employment, a new employee shall be given a copy of the collective agreement by the Hospital. The new employee shall also be introduced to his Union steward by a representative of the Hospital. Such introductions will take place as part of the new employee's orientation.

6.04 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.

6.05 Dues to be remitted no later than the 15th of the month following the month in which such deductions were made.

Article 7 - **UNION REPRESENTATION**

7.01 (a) The Hospital agrees to recognize the following representatives of the Union:

- (i) A negotiating committee of not more than four (4) members in the employ of the Hospital.
- (ii) Employee members of the negotiating committee shall not lose pay or credits for time spent during regular working hours in negotiations with the Hospital for a renewal Agreement up to and including conciliation, provided that not more than four (4) employees at any one time shall be permitted leave for any one set of negotiations.

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7.01 - Union Representation Cont'd...

- (b) A grievance committee of not more than three (3) members in the employ of the Hospital, to function in accordance with the grievance procedure. The Union will notify the Hospital, in writing, the names of the committee members before the Hospital shall be required to recognize them.
- (c) In order to provide an orderly and speedy procedure for the disposal of grievances, the Hospital acknowledges the right of the Union to appoint or elect stewards whose duties shall be to assist any employee which the steward represents, in presenting a grievance in accordance with the grievance procedure. The Union shall notify the Hospital in writing of the names of stewards and area of representation before the Hospital will be required to recognize them.

7.02 A Steward or a member of the grievance committee after first obtaining permission from their immediate supervisor, will be permitted at reasonable times during working hours to leave their regular duties for reasonable intervals to perform such duties as are properly provided under this Agreement. If, in the performance of her union duties, such employee is required to enter an area within the Hospital in which she is not ordinarily employed, she shall report her presence to the supervisor in the area immediately upon entering it. When returning to their regular duties, such employee shall so notify their immediate supervisor. Such employee will be compensated for the time so taken when it is during the employee's working hour on the premises of the Hospital. The Hospital reserves the right to withhold payment when more than a reasonable amount of time is so taken.

7.03 Labour/Management Committee

There shall be a joint Labour/Management Committee (Employee Relations Committee) consisting of not more than three (3) representatives from each party to discuss matters of mutual concern. The Committee shall meet once every two (2) months, unless agreed otherwise. Either party may request a meeting by submitting an agenda of items to be discussed to the other party within ten (10) days of the proposed meeting.

Article 8 - HEALTH & SAFETY & VIDEO DISPLAY TERMINAL

8.01 The Employer shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. It is agreed that both the Employer and the Union shall co-operate to the fullest extent possible in the prevention of accidents and in the reasonable promotion of safety and health of all employees.

Video Display Terminals:

Employees who work continuously uninterrupted at a VDT shall be allowed to perform other tasks away from the VDT screen for 10 minutes for every 60 minutes worked.

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8.01 - Health & Safety & Video Display Terminal Cont'd...

At the beginning of assignment to a VDT and every 2 years thereafter, a VDT operator who is regularly required to operate a VDT for four (4) hours or more per day shall be required to undergo an eye examination by an optometrist or an ophthalmologist of her choice, who must complete a "V.D.T. Eye Examination Report", available from Occupational Health.

The cost of the eye examination, not to exceed the OHIP fee schedule for such examinations, shall not be borne by the Employee, and will be submitted to OHIP for payment, and if OHIP will not cover the cost, then the Employer will pay. The VDT operator shall authorize release of a copy of the examination report to the Occupational Health Department only.

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 until the commencement of the maternity leave provision.

Where an employee, reassigned during pregnancy because of a risk factor, is eligible to receive an allowance under this article and the salary rate she was receiving on the last day worked prior to the maternity leave is less than the salary rate she was receiving on the last day worked prior to the reassignment, the allowance shall be based on the actual weekly rate for pay for her classification which she was receiving on the last day worked prior to the reassignment. The work area and chair provided will be ergonomically appropriate.

Each VDT/CRT tube in use shall be inspected prior to its use and every 2 years thereafter for ionizing and non-ionizing radiation, including static electric fields and for focus and clarity of image. Test results shall be forwarded to the Union. In addition, each test result at each work site shall be posted at the work site.

Article 9 - COMPLAINTS AND GRIEVANCES

9.01 It is understood that an employee has no grievance until she has first given her immediate supervisor an opportunity of adjusting her complaint. Such complaint shall be discussed with their immediate supervisor within ten (10) days after the circumstances giving rise to the complaint have occurred, and failing settlement, it shall be taken up as a grievance within ten (10) days following advice of her immediate supervisor's decision, in the following manner and sequence:

Step 1

The Employee, with the assistance of a Steward shall submit a written grievance signed by the employee, to her immediate supervisor. The immediate supervisor will deliver the decision in writing within ten (10) days following the day on which the grievance was presented. Failing settlement then:

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9.01 - Complaints and Grievances Cont'd

Step 2

Within ten (10) days following the decision under Step 1, the employee and/or Grievance Committee shall submit the written grievance to the Director of Labour Relations or her designate. Within ten (10) days after the grievance has been referred to her, the Director of Labour Relations or her designate will meet with the employee and the Grievance Committee to discuss the grievance. A representative of O.P.S.E.U. may attend this meeting on request of either party. A written reply to the grievance will be given by the Director of Labour Relations or her designate within ten (10) days after this meeting has been held. If such reply is not satisfactory, the grievance may be referred to Arbitration in accordance with Article 10 of this Agreement.

- 9.02 A complaint or grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of this agreement, shall be originated under Step 2. Failing settlement under Step 2 within twenty (20) days, it may be submitted to arbitration in accordance with Article 10. However, it is expressly understood that the provisions of this paragraph may not be used by the Union to institute a complaint or grievance directly affecting an employee, or employees, which such employee or employees could themselves institute and the regular grievance procedure shall not thereby be bypassed. Any grievance by the Hospital or the Union as provided in this paragraph shall be commenced within twenty (20) days after the circumstances giving rise to the complaint have occurred.
- 9.03 Where no answer is given within the time limits specified in the grievance procedure, the employee, the Union or the Hospital shall be entitled to submit the grievance to the next step of the grievance procedure.
- 9.04 Failing settlement under the foregoing procedure of any grievance between the parties, arising from the interpretation, application or alleged violation of this agreement, such grievance may be submitted to arbitration as set forth in Article 10. If no written request for arbitration is received within twenty (20) days after the decision under Step 2 is given, it shall be deemed to have been settled and not eligible for arbitration.
- 9.05 For the purpose of this Article and Articles 10 and 11, the term "days" shall be defined as "working days".

Article 10 - ARBITRATION

- 10.01 If the Union or the Employee requests that a grievance as provided herein be submitted to Arbitration, it shall make such request in writing addressed to the other party of this agreement and at the same time name its nominee. Within ten (10) days thereafter, the other party shall name its nominee and notify the other party. The two (2) nominees so nominated shall, within ten (10) days of the nomination of the latter of them, attempt to settle by agreement the third person to be a member and Chairman of the Arbitration Board. If they are unable to agree on such a Chairman, they may then request the Labour Arbitration Commission for the Province of Ontario to appoint a Chairman. In the event of default by either party in nominating its representative to the Arbitration Board, the other party may apply to the Minister of Labour for the Province of Ontario who shall have the power to affect such appointment.

- 10.02 No person may be appointed to an Arbitration Board who has been involved in an attempt to negotiate or settle the grievance.
- 10.03 The Arbitration Board shall not have jurisdiction to amend or add to any of the provisions of this agreement or to substitute any new provisions in lieu thereof, or to give any decision inconsistent with the terms and provisions of this agreement.
- 10.04 It is understood that the time limits set out in Article 9 and 10 may be extended by mutual agreement in writing between the parties hereto.
- 10.05 Saturdays, Sundays and Holidays will not be counted in computing the time within which any action is to be taken or completed under the provisions of Article 9 and 11.
- 10.06 Each of the parties hereto will jointly bear the expenses and fees of the Chairman of the Arbitration Board.
- 10.07 It is understood that any question as to whether a matter is arbitrable may also become a subject for arbitration.
- 10.08 Wherever Arbitration Board is referred to in this 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 an arbitration board shall appropriately apply.

Article 11 - **DISCIPLINE AND DISCHARGE**

- 11.01 Should the Hospital discharge or suspend an employee, the Hospital shall submit to the employee, in writing, the reason(s) for such action. Should a grievance arise from such discharge or suspension, it shall proceed directly to Step 2, of the grievance procedure and must be presented in writing, within ten (10) days following the discharge or suspension.
- 11.02 Discharge or suspension grievances may be settled by confirming the action of the Hospital in discharging or suspending an employee, by reinstating the employee with full compensation for the time lost, or by any other arrangement which is just in the opinion of the parties or an Arbitration Board.
- 11.03 (a) Disciplinary warnings shall be in writing.
- (b) If the employee so requests, disciplinary action shall be carried out in the presence of a Union Steward.
- 11.04 Any letter of reprimand or suspension will be removed from the record of an employee eighteen (18) months following the receipt by the employee of such letter or suspension provided that the employee's record has been discipline free for such eighteen (18) month period.
- 11.05 Each employee shall have reasonable access to her file for the purposes of reviewing any evaluations or formal disciplinary notations contained therein in the presence of the Hospital. A copy of the evaluation will be provided to the employee at her request.

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Article 12 - SENIORITY - FULL-TIME

12.01 All full time employees will acquire seniority on completion of a probationary period of sixty (60) working days, retroactive to the last date of hire. Where the Hospital, the Union and the employee so agree, the probationary period may be extended for an additional forty (40) working days. The discharge of a probationary employee shall be deemed for just cause.

12.02 (a) Seniority lists will be established for all full time employees showing the date on which seniority commenced. Up to date seniority lists will be provided to the Union and copies posted in January and July of each year.

(b) The Hospital shall provide the Union with a list of the latest addresses of each employee in the bargaining unit on file with the Hospital, at the same time as the July seniority list referred to in Article 12.02 (a). The address list will be provided to the Union free of charge.

12.03 Seniority is defined as the length of service in the bargaining unit since the employee's last date of hire and shall operate on a bargaining unit-wide basis.

12.04 Employees shall lose all service and seniority and be deemed to have terminated if:

- (1) They are discharged for just cause and not reinstated;
- (2) They resign;
- (3) They are laid off for the lesser of their length of service or twenty-four (24) calendar months.
- (4) They fail to return to work within seven (7) days following notice of recall after being notified by courier, sent to the current address on record with the Hospital. It shall be the responsibility of the employee to keep the Hospital informed of her current address;
- (5) They are absent from work without first notifying the Hospital or providing a reason satisfactory to the Hospital;
- (6) They fail to return to work upon termination of an authorized leave of absence without an explanation satisfactory to the Hospital, or utilizes a leave of absence for a purpose other than for which the leave of absence was granted;
- (7) They are absent due to illness or disability for a period of twenty-four (24) months, unless he/she has less than six (6) months service at the time the illness or disability commenced and is not eligible for long-term disability benefits. If the employee has less than six (6) months service at the time the illness or disability commenced and is not eligible for long-term disability benefits, this provision will apply after an absence equal to her length of service at the time the absence commenced.

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12.05 For purposes of application of seniority, if any, under this agreement but not for purposes of service, vacation, benefits or pay, (save as expressly provided otherwise in this agreement) an employee whose status is changed from part time to full time will receive a seniority position equal to the number of tours worked converted to the seniority basis utilized in the Hospital. (200 tours equal one year).

12.06 Effect of Absence

If an employee's absence without pay from the Hospital exceeds thirty (30) continuous calendar days, she will not accumulate service for purposes of seniority, vacation entitlement and sick leave benefit for the period of absence. In addition the employee will become responsible for full payment of subsidized employee benefits to which she is participating for the period of the absence.

In the case of an unpaid approved absence in excess of thirty (30) continuous calendar days, an employee may arrange with the Hospital to-prepay the full premium of the subsidized employee benefits for the entire period of the leave to ensure coverage.

12.07 Seniority - **Part-Time**

All part time employees will acquire seniority on completion of a probationary period of 450 hours worked, or six (6) calendar months, whichever occurs first. Where the Hospital, the Union and the employee so agree, the probationary period may be extended for an additional 300 hours worked. The discharge of the probationary employee shall be deemed for just cause.

12.08 Seniority lists will be established for all part time employees showing the number of tours worked. An up to date seniority list will be provided to the Union and copies posted in January and July of each year.

12.09 Seniority shall be based on the number of tours worked.

12.10 For purposes of application of seniority, if any, under this Agreement, not for purposes of service, vacation, benefits or pay, (save as expressly provided otherwise in this Agreement), an employee whose status is changed from full time to part time shall transfer her full seniority to the part time position. (1 year equals 200 tours).

12.11 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.

Article 13 - **LAYOFF AND RECALL**

13.01 In the event of a proposed layoff at the Hospital of a permanent or long-term nature, the Hospital **will**:

- (a) provide the Union with no less than 30 calendar days notice of such layoff, and

Cont'd...

13.01 - Layoff and Recall Cont'd

(b) meet with the Union through the Labour Management Committee to review the following:

- i) the reason causing the layoff;
- ii) the service the Hospital will undertake after the layoff;
- iii) the method of implementation including the areas of cut-back and employees to be laid off;
- iv) ways the Hospital can assist employees to find alternate employment.

13.02 Any agreement between the Hospital and the Union resulting from the above review concerning the method of implementation will take precedence over other terms of layoff in this Agreement. Notice of layoff shall be in accordance with the provisions of the Employment Standards Act.

13.03 In the event of layoff, the Hospital shall layoff employees in the reverse order of their seniority within their classification, providing that those employees who remain on the job have the qualifications and ability to perform the work.

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

- (a) accept the layoff and be placed on a recall list for the lesser of her length of seniority or ~~twenty-four~~ (24) months; or
- (b) be assigned to the first available vacancy which would provide the employee with a rate of pay within five (5) percent of her current rate.

The assigning of a vacancy would be completed in the following manner:

- once the Union has been given notice all vacancies will be frozen
- once the employee has chosen (b), the Hospital will provide a list of available vacancies
- employees subject to lay off shall be assigned to the vacancy based on skill, ability, experience and relevant qualifications of the affected employees
- where the factors are relatively equal - bargaining unit seniority shall be the governing factor

If the affected employee is not placed fourteen (14) calendar days prior to lay off, she would be notified of the position that she can displace.

She may displace an employee who has lessor bargaining unit seniority, and who is the least senior employee occupying a salary band which is at the same level or lower, and which has the same or a lower maximum rate of pay, provided the employee originally subject to layoff can perform the duties of such position in the identical or lower salary grid with five (5) days of technical training, plus orientation. Such employee so displaced shall be laid off, subject to her rights under this section. An employee who refuses to displace an employee as noted in this Article shall lose all seniority and shall have their employment terminated.

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13.05 An employee who displaces an employee in a lower paying classification will be placed on the same step on the grid in the new position.

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

13.07 An employee recalled to work in a different classification from which she was laid off, or an employee who has displaced an employee in a lower classification shall be entitled to return to the position she held prior to the layoff should it become vacant within twenty-four (24) months of the layoff.

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

13.08 The Hospital shall notify the employee of recall opportunity by courier, addressed to the last address on record with the Hospital (which notification shall be deemed to be received on the fifth (5th) day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for her proper address and telephone number being on record with the Hospital.

13.09 Employees on layoff shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.

13.10 (The following clause is applicable to full-time employees only,)

In the event of a lay-off of an employee, the Hospital and the employee shall pay their share of insured benefits premiums up to the end of the month in which the lay-off occurs.

The employee may continue to pay the full premium cost of a benefit or benefits for up to three (3) months following the end of the month in which the lay-off occurs. Such payment can be made by arranging payment with Human Resources provided that the employee informs the Hospital of her intent to do so at the time of the lay-off.

Article 14 - TECHNOLOGICAL CHANGE

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

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Article 14 - Technological Change Cont'd

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 the 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.

Article 15 - **JOB POSTING, PROMOTION AND TRANSFER**

15.01 Where a vacancy exists, or where the Hospital creates a new position in the bargaining unit, such vacancy shall be posted for a period of seven (7) calendar days. Applications for such vacancies shall be made in writing within the seven (7) day period referenced herein. Notwithstanding the above, the Hospital may fill for a maximum period of six (6) months vacancies caused by:

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

In filling such temporary vacancies the Hospital shall consider employees who have expressed an interest, in writing, in filling such vacancies, on the basis of the selection criteria as set out in Article 15.06. In filling temporary vacancies lasting three (3) months or more, the Hospital will advise all employees in the department by placing a written memo on the departmental bulletin board for five (5) calendar days.

Employees in the bargaining unit selected to fill such temporary vacancies agree not to apply for other temporary positions while filling the temporary vacancy. Upon completion of the temporary vacancy, the bargaining unit employee will be returned to her former position. Such employees shall continue to accrue seniority while filling a temporary vacancy. The hospital agrees to notify the union of all temporary positions filled by part time OPSEU Clerical employees.

Employees newly hired to fill such temporary vacancy will not accrue seniority during the filling of such vacancy and the release or discharge of such employee while in the temporary vacancy shall not be the subject of a grievance or arbitration. However if such employees are successfully placed into a permanent position within the Bargaining Unit providing there is no break in service they will be credited with seniority from their last date of hire.

15.02 Notice of vacancies referred to in 15.01 shall include for information purposes: department, classification, qualifications.

15.03 A copy of the posted notice will be sent to the local President or her designate.

15.04 The name of the successful applicant will be posted and a copy sent to the local President or her designate.

- 15.05 The Hospital agrees to discuss with unsuccessful applicants ways in which they can improve for future postings, if requested.
- 15.06 In filling posted vacancies the selection shall be made based on skill, ability, experience, and relevant qualifications of the applicants. Where these factors are relatively equal, bargaining unit seniority shall be the governing factor.
- 15.07 In matters of promotion and staff transfer, a successful bargaining unit applicant shall be allowed a trial period of up to forty (40) days worked during which the Hospital will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned by the Hospital, to the position formerly occupied, without loss of seniority. Should the employee return or be returned to her former job, the filling of subsequent vacancies will be reversed.

If for any reason the successful candidate fails to take up the offer of a position, or transfers or is transferred by the Hospital under the terms of the above clause, or terminates their employment with the Hospital for whatever reason within forty (40) working days of the date of offer, then the Hospital may elect to refer to the original applicants for appointment without re-posting the vacancy.

- 15.08 An employee who is promoted to a higher rated classification within the bargaining unit will be placed in the range of the higher rated classification so that she shall receive no less an increase in wage rate than the equivalent of one step on the salary band of her previous classification (provided that she does not exceed the wage rate of the classification to which she has been promoted). Such rate shall prevail until the employee qualifies for a higher rate by reason of service within the higher paid classification (if applicable).

The employee's anniversary date for purposes of advancement on the salary band shall be adjusted accordingly.

- 15.09 An employee who transfers into an equal or lower paying classification will be placed at the same step on the grid in the new position.

Such employee's anniversary date for purposes of advancement in the salary band shall not be changed.

- 15.10 An employee need not be considered for a further vacancy if less than twelve (12) months has elapsed since her date of hire or most recent transfer. Exceptions will be made in the case of a part-time employee applying to a posted full-time position within her current department whose date of hire is within twelve (12) months.

Article 16 - LEAVE OF ABSENCE - Full-Time

- 16.01 Written requests for a personal leave of absence without pay will be considered on an individual basis by the employee's Department Head or designate. Such requests are to be submitted as far in advance as possible, but no less than two (2) weeks prior to the leave. A written reply will be given. Such leave shall not be unreasonably denied. Requests for special and compassionate leave will be at the discretion of the Department Head.

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16.02 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, grandparent of spouse, legal guardian, legal ward and step-child.

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

16.03 Jury Duty and Required Attendance at Court

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 of 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 services 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.

16.04 Pregnancy Leave

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

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

Cont'd...

16.04 Pregnancy Leave Cont'd

- (ii) Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the the Hospital's Supplemental Unemployment Benefit (SUB) plan, and retroactive to date of confirmation by the Unemployment Insurance Commission, an employee who is on pregnancy leave as provided under this agreement and who is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 30 of the Unemployment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between **ninety-three** percent (93%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits during her leave and any other earnings. Such payment shall commence following completion of the two week Unemployment Insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits, for a maximum period of **15** weeks for a pregnancy leave. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

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

The above provision is to be amended to comply with the Unemployment Insurance Regulation 57 (13).

16.05 Parental Leave

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

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

- (ii) Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan, and retroactive to date of confirmation by the Unemployment Insurance Commission, an employee who is on parental leave as provided under this agreement and who is in receipt of Unemployment Insurance parental benefits pursuant to Section 30 of the Unemployment Insurance Act, 1971, shall be paid a supplemental Unemployment benefit. That benefit will be equivalent to the difference between **ninety-three** percent (93%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits during her leave and any other earnings. Such payment shall commence following completion of the two week Unemployment Insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance parental benefits, and shall continue while the employee is in receipt of such benefits, for a maximum period of **ten (10)** weeks for a parental leave. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the parental leave times her normal weekly hours.

Cont'd...

16.05 Parental Leave Cont'd

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

The above provision is to be amended to comply with the Unemployment Insurance Regulation 57 (13).

(iii) (Applicable to Full-Time Employees)

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

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

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

16.06 Local Union Business Leave

Leaves of absence without pay and without loss of seniority will be granted, upon written request to the Hospital, to employees selected or appointed to represent the Union at conventions, etc. as follows:

- a) 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 not exceeding twenty-five (25) working days per calendar year, providing notice of two (2) weeks if possible, and at least five (5) full working days exclusive of Saturday, Sunday and Paid holidays is given to the Hospital and subject to staffing requirements of the Hospital.

Cont'd...

16.06 Local Union Business Leave Cont'd

No more than one (1) employee shall be absent from any one unit at any time. However, the Hospital may allow additional employees time off on a discretionary basis. If the employee selected or appointed is the Local President, another employee from the same unit can be granted leave at the Hospital's discretion.

b) Union Position - Full-Time (President or Vice-president)

When an employee is elected as the Union's President or 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) Executive Board Member

Where an individual of the bargaining unit represented centrally by OPSEU is elected or appointed as an Executive Board Member, such individual shall be granted leave of absence for the time off required to exercise the duties of such appointment.

LEAVE OF ABSENCE - PART-TIME

16.07 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, grandparent of spouse, legal guardian, legal ward and step-child.

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

16.08 Jury Duty and Required Attendance at Court

If an employee is requested to serve as a juror in any Court of Law, or is required by subpoena to attend 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:

Cont'd...

16.08 Jury Duty and Required Attendance at Court Cont'd

- a) informs the employer immediately upon being notified that the employee will be required to attend court of 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 services as a juror or for attendance as such witness.

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

Article 17 - **SICK LEAVE AND LONG TERM DISABILITY - FULL-TIME**

17.01 The Hospital agrees, during the term of this agreement; to provide coverage to all eligible employees in the bargaining unit under the Hospitals of Ontario Disability Income Plan (HOODIP) including Long Term Disability provided, however, the Hospital may request proof of illness satisfactory to it, from any employee who claims sick pay for any period of absence.

The Hospital agrees to pay employees an amount equal to any **loss** of benefits under HOODIP for the first two (2) days ~~of~~ the fourth (4th) and subsequent absence in any calendar year.

17.02 Where an employee is returning from sick leave or L.T.D., and where the union and the Hospital agree based on medical advice that the employee cannot return to her previous job, or where her previous job is no longer available, such employee will go into any vacancy which ~~is~~ posted, or which is in the process of being posted, provided that such vacancy is at the same or a lower level than her previous job, and provided that she can perform the duties of the vacant position. Such employee will be subject to a rehabilitation trial period as specified in Article 15.07. In the event such employee leaves the position within the trial period, the union and the Hospital will meet to discuss the placement of the employee.

17.03 Payment Pending Determination of WCB Claims (F/T)

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 claim for Workers' Compensation for a period longer than one completed pay period may apply to the Hospital for payment equivalent to the lesser of the benefits she would receive from Workers' Compensation if her claim was approved, or the benefit to which she would be entitled under the short term sick leave 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 sick leave plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

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Article 18 - HOURS OF WORK AND WORKING CONDITIONS - FULL-TIME

- 18.01 The normal hours of work for all full time employees shall be seventy five (75) hours over a two (2) week period. The normal hours of work shall be seven and one-half (7-1/2) hours per day, exclusive of a thirty (30) minute unpaid meal period. It is understood that this shall not be, nor construed to be, a guarantee of working schedules. Employees shall be permitted to a fifteen (15) minute rest period in each half (1/2) of a full shift worked.
- 18.02 Employees working less hours per week than that established for a regular full time position, or employees working the equivalent hours of a full time position on a temporary or replacement basis, not to exceed six (6) months duration, shall be classified as part time. A part time employee involved in this replacement work shall be advised in writing at the time of her appointment of the duration of said replacement.
- 18.03 Authorized hours worked, including said leave other than vacation, by a full time employee in excess of seven and one-half (7-1/2) hours in a day or seventy-five (75) hours in a two (2) week period shall be paid for at-time and one-half (1-1/2) the employee's regular straight time hourly rate.
- 18.04 It is understood that there shall be no duplication of premiums or pyramiding of overtime, e.g. once a work hour has been used for an overtime calculation, it cannot be used on any other basis of overtime calculation.
- 18.05 Shift schedules will be posted at least two (2) weeks in advance for employees scheduled to rotate, and will cover a period of six (6) weeks.
- 18.06 A request by an employee to exchange a scheduled shift with another employee must be submitted in writing and co-signed by the employee willing to make the exchange. Such notice must be given at least five (5) days in advance of the shift change and must be approved by the Hospital; such approval shall not be unreasonably withheld. In no circumstances will the exchange of shifts by employees result in overtime payments.
- 18.07 Failure to provide 20 (twenty) hours between the commencement of a full-time 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 20 (twenty) hour period.

FULL TIME AND PART TIME

- 18.08 Employees who report for any scheduled shifts will be guaranteed at least three (3) hours pay. The reporting allowance outlined as herein shall not apply whenever an employee has received prior notice not to report for work. This shall not apply to part time employees working less than 7-1/2 hours per day. Such employees shall receive a pro-rated reporting pay.
- 18.09 A shift premium of forty-five cents (0.45) per hour shall be paid to all full time and part time employees for all hours worked on a shift where the majority of hours falls between 1500 on one (1) day and 0800 the following day.

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18.09 A shift premium of forty-five cents (0.45) per hour shall be paid to all full time and part time employees for all hours worked on a shift where the majority of hours falls between 1500 on one (1) day and 0800 the following day.

18.10 No employee shall be transferred to a position outside the bargaining unit without her consent. If an employee is transferred to a position outside of the bargaining unit, she shall retain her seniority acquired at the date of leaving the unit, and shall continue to accumulate seniority for a further period up to a maximum of one year for the time spent outside the bargaining unit. If an employee of the Hospital is transferred into or returns to the bargaining unit, she shall not be credited with more than one year of seniority standing for the time spent in a position that is outside the bargaining unit.

HOURS OF WORK AND WORKING CONDITIONS - PART-TIME

18.11 The normal hours of work for all part time employees shall be seven and one-half (7-1/2) hours per day, exclusive of a thirty (30) minute unpaid meal period. It is understood that this shall not be, nor construed to be, a guarantee of working schedules and some part time employees may be scheduled to work less than seven and one-half (7-1/2) hours per day. Employees shall be permitted a fifteen (15) minute rest period in each half (1/2) of a full shift worked.

18.12 Authorized hours worked by a part time employee in excess of seven and one-half (7-1/2) hours in a day, shall be paid for at time and one-half (1-1/2) the employee's regular straight time hourly rate.

18.13 It is understood that there shall be no duplication of premiums or pyramiding of overtime, e.g. once a work hour has been used for an overtime calculation, it cannot be used on any other basis of overtime calculation.

Article 19 - HOLIDAYS - FULL-TIME

19.01 Full time employees will receive the following paid holidays:

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Employment Anniversary Day*
Civic Holiday	Floating Holiday**

* Employment Anniversary Day shall be given to employees within thirty (30) days before, or after, their actual anniversary date of employment.

** An employee must work up to her employment anniversary date each year to be eligible for the Floating Holiday. However, the holiday may be taken at a mutually agreeable time during the calendar year.

19.02 A full-time employee required to work on any of the designated holidays listed in the Collective Agreement shall be paid at the rate of double time and one half her regular straight time rate of pay for all hours worked on such holiday. In addition, she will receive at her option, a lieu day off without pay at a mutually agreeable time, within 60 (sixty) days following the holiday.

19.03 If one of the above named holidays occurs on an employee's regular day off or during her vacation period, the employee will be paid her holiday pay, and at her option, may receive an alternate day off without pay at a mutually agreeable time.

19.04 Holiday pay will be computed on the basis of the number of hours the employee would otherwise work had there been no holiday, at their regular rate of pay.

19.05 In order to qualify for holiday pay, a full time employee must work the employee's full scheduled shifts immediately preceding and immediately following the holiday. However, an employee shall not lose holiday pay if absent on either or both of the day immediately preceding and immediately following the holiday

(1) on an approved leave of absence; or

(2) due to accident, bona fide illness or other reasons authorized by the Hospital.

19.06 Whenever holidays herein provided fall on a Saturday or a Sunday, the following Monday may be observed as the holiday. When Christmas Day is moved, for observance, to Monday, then Boxing Day shall be observed on the following Tuesday.

19.07 Any full-time employee who is scheduled to work on a holiday and who does not report for work shall forfeit holiday pay except where the employee is absent due to accident, bona fide illness or other reasons authorized by the Hospital.

19.08 An employee entitled to holiday pay shall not receive sick leave pay to which they may otherwise have been entitled for the same day or days.

Holidays - PART TIME

19.09 Employees are entitled to the following public holidays with pay:

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

An employee does not qualify for a paid holiday if the employee:

(a) is employed for less than three (3) months;

(b) does not work on eight (8) days of the four (4) work weeks (Monday to Sunday) preceding the holiday;

- (c) does not work on her regular days of work immediately preceding and immediately following the holiday, unless the employee is absent on either or both of these days
 - 1) on an approved leave of absence; or
 - 2) due to accident, bona fide illness or other reasons authorized by the Hospital, and
- (d) having agreed to work on a public holiday, does not report for and perform the work, unless the employee fails to report for work due to accident, bona fide illness or other reasons authorized by the Hospital.

The regular rates for wages of an employee whose hours of work differ from day to day, or who is paid on a basis other than time, shall be the average of the employee's daily earnings exclusive of overtime for the days worked in the thirteen (13) week period immediately preceding a public holiday.

Employees required to work on any of the foregoing holidays **will** be compensated at one and one-half (1-1/2) times the employee's regular straight time hourly rate, in addition to any holiday pay she is otherwise entitled to receive under this section.

Article 20 - VACATION - FULL-TIME

20.01 Vacation with pay will be granted to full time employees as follows:

- (a) After completion of one (1) year continuous service - 2 weeks
- (b) After completion of two (2) years continuous service - 3 weeks
- (c) After completion of five (5) years continuous service - 4 weeks
- (d) After completion of fifteen (15) years continuous service - 5 weeks
- (e) After completion of twenty-five (25) years continuous service - 6 weeks
- (f) During the first year of employment vacation may be taken once on the following basis, provided that at least three (3) months of continuous service have been completed.

One twelfth (1/12) of annual entitlement may be taken for each month of such service.

- (g) The Hospital agrees that any full-time employee may take her vacation entitlement at any time in the year (January 1 - December 31) subject to the existing operational and scheduling practices.

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20.02 Scheduling

- (a) Vacation preference will be granted to full time employees on the basis of occupational classification seniority within a particular group or department.
- (b) Vacation time for employees who fail to indicate preferred times by February 28th of each year or a subsequent date determined by the Hospital shall be assigned by the Department Head and/or Supervisor.
- (c) Vacation schedules shall be posted by May 1st each year and shall not be changed unless mutually agreed to by the employee concerned and the Hospital.

20.03 A full time employee terminating her employment at any time in her vacation year before she has had her vacation shall be entitled to proportionate payment of wages in lieu of such vacation.

20.04 For the purpose of vacation entitlement in the 1981 vacation year and subsequent vacation years, any part time employee whose status is altered to full time following June 1, 1981, continuous service shall mean combined continuous service as both a part time and full time employee.

20.05 Re-Interruption Due to Illness

Where an employee's scheduled vacation is interrupted due to serious illness, which commenced prior to and continues into the scheduled vacation period, the period of such illness 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.

VACATION - PART-TIME

20.06 Part time employee shall be entitled to vacation pay based on their earnings as follows:

3900 hours of service or less	- 4%
More than 3900 hours but less than 9750 hours of service	- 6%
More than 9750 hours but less than 29250 hours of service	- 8%
More than 29250 hours but less than 48750 hours of service	- 10%
More than 48750 hours of service	- 12%

Cont'd...

20.06 Vacation - Part-Time Cont'd

For the purpose of vacation pay entitlement, any full time employee whose status is altered to part time following June 1, 1981, service shall mean continued service as both a full time and part time employee.

For the purpose of this clause, one (1) year of full time service shall equal 1950 hours of part time service and vice versa.

20.07 Leave of Absence without pay for purposes of vacation will be granted to part-time employees as follows:

After completion of 1950 hours of continuous service - 2 calendar weeks

After completion of 3900 hours of continuous service - 3 calendar weeks

After completion of 9750 hours of continuous service - 4 calendar weeks

After completion of 29250 hours of continuous service - 5 calendar weeks

After completion of 48750 hours of continuous service - 6 calendar weeks

20.07 Vacation Cont'd...

For the purpose of Leave of Absence for purposes of vacation entitlement, any full-time employee whose status is altered to part-time following June 1, 1981, service shall mean continued service as both a full-time and part-time employee.

For the purpose of this clause, one (1) year of full-time service shall equal 1950 hours of part-time service and vice versa.

No Leave of Absence for purposes of vacation beyond such Leave as specified in this Article need be granted.

20.08 Scheduling

a) At all times, vacation preference will be granted to full-time employees.

Vacation preference will be granted to part-time employees on the basis of occupational classification seniority within a particular group or department.

b) Vacation times for employees who fail to indicate preferred times by February 28th of each year or subsequent date determined by the Hospital shall be assigned by the Department Head and/or Supervisor.

c) Vacation schedules shall be posted by May 1st each year and shall not be changed unless mutually agreed to by the employee concerned and the Hospital.

Article 21 - **MEDICAL, SICK LEAVE, INSURANCE, PENSIONS**

21.01 Hospitals of Ontario Pension Plan

All full time staff shall join the Hospitals of Ontario Pension Plan, in accordance with the terms and conditions of the plan.

21.02 Life Insurance (H.O.O.G.L.I.P.)

Life Insurance membership is mandatory for all full time staff after three (3) months service. All full time employees may be insured in the amount of two (2) times annual salary (to the nearest \$500.00) or five thousand (\$5,000.00) dollars.

21.03 The Hospital will contribute to the cost of plans as follows:

- (a) 100% employee coverage for H.O.O.G.L.I.P.
- (b) 75% premium for Long Term Disability - L.T.D.
- (c) 75% premium for Extended Health Care - E.H.C.
- (d) 100% premium for Semi-Private
- (e) 75% premium for Dental Plan

21.04 All Medical, Sick Leave, Insurance and Pension Plans will be provided subject to the provisions thereof, as amended from time to time.

21.05 The Hospital shall implement a Blue Cross Plan No. 9 (or its equivalent) based on current ODA fee schedule effective as soon as possible following the date of the award when enrollment requirements have been satisfied. The Hospital shall pay seventy-five percent (75%) of the monthly premium rates on behalf of active employees, the balance being paid by participating employees through payroll deductions. Employees will be enrolled in the existing Plan in accordance with the terms and conditions of the Plan.

21.06 **Extended Health Care**

Effective the first day of July 1991, the Hospital shall contribute, on behalf of each eligible employee, seventy five percent (75%) of the billed premium under the Extended Health Care Plan (Blue Cross \$15 - \$25 plan) including hearing aids with a maximum of \$500.00 per person and vision care with a maximum of \$90.00 every twenty-four (24) months per person, and private duty nursing to a maximum of ninety (90) shifts of eight (8) hours per shift per person per year, (or its equivalent) provided the balance of the monthly premium is paid by employees through payroll deduction (subject to appropriate Union and Hospital recruitment).

21.07 The Hospital may at any time substitute another carrier for any plan provided that the benefits conferred thereby are not in total decreased. Such substitution will not occur on less than sixty (60) days notice to the Union.

21.08 Earned Benefits (Exclusive of Vacation) - Part-Time

A part-time employee shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or in part by the Hospital, save and except salary, vacation pay, holiday pay, responsibility pay, jury and witness duty, bereavement leave and pregnancy supplemental unemployment benefits), an amount equal to 12% of the employee's regular straight time hourly rate of pay for all straight hours paid. It is understood and agreed that pension is not included within the percentage in lieu of fringe benefits. Notwithstanding the foregoing, any part-time employee may, on a voluntary basis, enroll in the Hospital's Pension Plan when eligible in accordance with its terms and conditions. For part-time employees who are members of the pension plan, the percentage in lieu of fringe benefits is 8%.

21.09 Retirement Package

Prior to issuing notice of layoff in any classification(s), the Hospital will offer early-retirement allowance to a sufficient number of employees eligible for early retirement under HOOPP within the classification(s) in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the number of employees within the classification(s) who would otherwise receive notice of layoff.

An employee who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of two weeks' salary for each year of service, plus a prorated amount for any additional partial year of service, to a maximum ceiling of 26 weeks' salary, and, in addition, full-time employees shall receive a single lump-sum payment equivalent to \$1,000 for each year less than age 65 to a maximum of \$5,000 upon retirement.

Article 22 - GENERAL

22.01 Whenever the singular or feminine is used in this Agreement, it shall be understood as if the plural or masculine has been used, where the context requires.

22.02 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.

22.03 The Hospital agrees to provide the Union with bulletin board space for the purpose of posting notices pertaining to Union matters. All such notices must be signed by a member of the Union executive. The Hospital also agrees to give keys to the bulletin board(s) allocated for the posting of Union notices to members of the Union executive. A second bulletin board will be provided in the Preadmit Lab.

22.04 The Hospital will reproduce sufficient copies of the Agreement. Cost of reproduction to be borne on an equal basis by the Union and the Hospital.

22.05 Payment of wages will be made every other week and cover time worked in the two (2) weeks, ending on the last shift of the preceding Sunday.

22.06 The Hospital is committed to providing appropriate training to employees in developing their skills through further education where the requirements of the job so indicate. Implementation of this will be solely in accordance with the Hospital Personnel Policy.

22.07 The Hospital will maintain up to date **job** descriptions and these will be made available to the union.

22.08 When the hospital introduces a uniform that employees are required to wear, cleaning vouchers valued at \$50. will be issued twice a year.

Article 23 - **CLASSIFICATION AND WAGE RATES**

23.01 The occupational classifications covered by this Agreement and the wage rates for each classification are set out in Schedule A.

23.02 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 co-operate 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 (2) years of recent, related full-time experience as determined by the Hospital, to a maximum of one (1) increment level below the maximum of the salary scale.

For the purposes of this clause, as it applies to part-time employees, part-time experience will be calculated on the basis of 1500 hours worked equalling one (1) year of experience.

If a period of more than two (2) years has elapsed since the employee has occupied a full or part-time position, then the number of increments to be paid, if any shall be at the discretion of the Hospital.

23.03 Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying classification in or out of the bargaining unit, for one full shift or more, she shall be paid a premium equal to the difference between her rate of pay and the lowest step in the band of the higher paying classification which would afford her an increase.

23.04 An employee whose status is altered from part time to full time or vice versa within the same department and occupational classification will assume their same level on the wage grid.

Article 24 - **NEW CLASSIFICATIONS**

24.01 Where a new classification in the bargaining unit is established by the Hospital, the Hospital shall determine the rate of pay for the new classification and notify the Union of the rate so determined. The Union has the right, if it disputes the rate, to request a meeting with the Hospital to attempt to negotiate a mutually satisfactory rate.

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24.01 New Classifications Cont'd

The Union shall exercise this right within ten (10) days of receiving notice of the rate determined by the Hospital. If the meeting with the Hospital results in a change in the rate of pay, such change shall be retroactive to the date on which the new classification was first filled by an employee in the bargaining unit. If the meeting does not result in a change in the rate of pay, the Union shall have the right to submit the dispute over the rate of pay to arbitration in accordance with the provisions of Article 10 herein within fifteen (15) days of meeting with the Hospital. The decision of the board of arbitration (or arbitrator) shall be retroactive to the date the new classification was first filled by an employee in the bargaining unit.


Article 25 - RECLASSIFICATION PROCESS

25.01 The following process will be utilized to determine the proper salary grid for new OPSEU Clerical positions, and for OPSEU Clerical positions which may be subject to reclassification due to a change in duties.

- 1) Requests for the reclassification of an existing position must be submitted by the employee, in writing, to the *employee(s)*' supervisor. The request must detail the ways in which the position's duties have changed.
- 2) The Supervisor will provide the employee with a Job Information Questionnaire for completion by the employee. Upon completion by the employee, the Supervisor will review the Questionnaire and may make written comments where necessary. The employee will be provided with a copy of any written comments made by the Supervisor.
- 3) The Supervisor will forward the Questionnaire to the Job Evaluation Committee for evaluation. The Job Evaluation Committee will be comprised of two Employer members and two Union members.
- 4) If a new position is created in the bargaining unit, the Supervisor will complete a Job Information Questionnaire which will be forwarded to the Job Evaluation Committee.
- 5) The Job Evaluation Committee will evaluate each position submitted to it, utilizing the McDowall & Associates 'universal Job Evaluation Plan' as amended by the parties. The Committee will meet no more than once every three (3) months. The decision of the Committee will be final.
- 6) Where the Committee can not agree on the evaluation of a position, that position will be placed in a salary grid by the Hospital, and the union retains the right to grieve such placement.
- 7) Once the evaluation has been completed, placement in a salary grid **will** be determined by the number of points resulting from the re-evaluation. Existing positions which have been placed in a new salary grid will be placed in either their current salary range or the lowest salary range of the new grid, whichever is greater.

Cont'd...





25.01 Reclassification Process Cont'd

- 8) Employees in existing positions which have been placed in a new salary range will be placed at the identical step in the new range and their anniversary date will remain the same. The new rates will be effective as of the date of the written request being received by the Supervisor as stated in Step I of this agreement.
- 9) The Job information Questionnaire and the Universal Job Evaluation Plan to be utilized will be as exists as of the signing of this agreement and can only be amended by agreement of both parties.
- 10) Employees do not, as a result of this article, waive any other right; granted them in this Collective Agreement.

Article 26 - TERM OF AGREEMENT

26.01 This agreement shall be effective from April 1st, 1994 and shall continue in effect until March 31st, 1996 and shall automatically be renewed from year to year thereafter unless either party notifies the other party in writing within ninety (90) days prior to the expiry date of this Agreement or in any year thereafter of its desire to terminate or amend this Agreement.

Letter of Agreement

between

Scarborough General Hospital
(The Hospital)

and

O.P.S.E.U. Local 581
(The Union)

The Hospital agrees that during the life of this Agreement it will endeavor not to deny any exchanges of shift due to staff shortages.

Dated at Scarborough, Ontario this 1st day of May 1997.

FOR THE HOSPITAL

FOR THE UNION

Angie Naves

R. Jean Linnie

Jean Dawson

J.C. Sharpe

B. Shuler

Jackie Knowlton

K. Gatz

R. Hawkins

E. MacLean

Letter of Agreement

between

Scarborough General Hospital
(The Hospital)

and

O.P.S.E.U. Local 581
(The Union)

The parties agree that when a position within the bargaining unit becomes vacant, that position will be posted and paid at the base rate in the appropriate salary grid, and not at the red circled rate.

Signed this 1st day of May, 199^{ten}~~2~~

FOR THE HOSPITAL

FOR THE UNION

Ange Nans

D. J. J. J. J.

E. E. Sharpe

B. Shuler

Jackie Knowles

H. H. H. H.

R. Dawkins

E. MacLean

Letter of Understanding

between

Scarborough General Hospital

and

OPSEU Local 581

Re: Job Sharing

The parties agree to discuss Job Sharing Agreements when employees come forward and express interest and where it is feasible for the specific department.

Dated at Scarborough, Ontario this 1st day of May 19 97.

FOR THE HOSPITAL

Angie Namis

Karen Jones

E. Sharpe

FOR THE UNION

K. J. Jutz

Jackie Knowles

E. M. MacFar

B. Shuler
R. Dawkins

ADD COPIES OF OPSEU CLERICAL RATES

**SCARBOROUGH GENERAL HOSPITAL
OPSEU CLERICAL - SALARY SCALES**

**** EffectiveDate: April 1, 1994 ****

Salary Band	Salary Scale	Salary Grid	Job Title	Steps			
				Start .S	Year 1	Year 2	Year 3
5	FR/PR	51	Bed Allocation Clk-5	\$14.931	\$15.371	\$15.877	\$16.358
5	FR/PR	51	Emerg. Unit Clk-5	\$14.931	\$15.371	\$15.877	\$16.358
5	FR/PR	51	Emerg.Admitting Clk-5	\$14.931	\$15.371	\$15.877	\$16.358
4	FR/PR	42	Payroll Clerk-4	\$13.596	\$14.028	\$14.524	\$14.995
4	FR/PR	41	Admitting Clk-4	\$13.596	\$14.028	\$14.524	\$14.995
4	FR/PR	41	Booking Clk-4	\$13.596	\$14.028	\$14.524	\$14.995
4	FR/PR	41	Commun.Operator-4	\$13.596	\$14.028	\$14.524	\$14.995
4	FR/PR	41	Emerg. Adm. Clerk-4	\$13.596	\$14.028	\$14.524	\$14.995
4	FR/PR	41	Clerk-4	\$13.596	\$14.028	\$14.524	\$14.995
4	FR/PR	41	Unit Clerk-4	\$13.596	\$14.028	\$14.524	\$14.995
3	FR/PR	34	*Medical Secretary-3(D)	\$13.673	\$14.355	\$15.070	\$15.940*
3	FR/PR	33	Med.Dicta-Typ.-3	\$13.574	\$13.999	\$14.485	\$14.948
3	FR/PR	33	Secretary-3	\$13.574	\$13.999	\$14.485	\$14.948
3	FR/PR	32	Secretary-3	\$13.574	\$13.999	\$14.485	\$14.948
3	FR/PR	31	Accts.Payable Clk-3	\$13.574	\$13.999	\$14.485	\$14.948
3	FR/PR	31	Admitting Clk-3	\$13.574	\$13.999	\$14.485	\$14.948
3	FR/PR	31	Booking Clk-3	\$13.574	\$13.999	\$14.485	\$14.948
3	FR/PR	31	Business Off.Clk-3	\$13.574	\$13.999	\$14.485	\$14.948
3	FR/PR	31	Clerk-3	\$13.574	\$13.999	\$14.485	\$14.948
3	FR/PR	31	Commun.Operator-3	\$13.574	\$13.999	\$14.485	\$14.948
3	FR/PR	31	Health Rec.Clk-3	\$13.574	\$13.999	\$14.485	\$14.948
3	FR/PR	31	Pre-Admit,Clerk-3	\$13.574	\$13.999	\$14.485	\$14.948
3	FR/PR	31	Unit Clerk -3	\$13.574	\$13.999	\$14.485	\$14.948
2	FR/PR	25	Secretary -2(E)	\$13.308	\$13.758	\$14.215	\$14.695
2	FR/PR	24	Secretary -2	\$13.318	\$13.728	\$14.173	\$14.627
2	FR/PR	22	Business Off.Clk-2	\$13.318	\$13.728	\$14.173	\$14.627
2	FR/PR	22	Clerk -2	\$13.318	\$13.728	\$14.173	\$14.627
2	FR/PR	22	Health Rec.Clk-2	\$13.318	\$13.728	\$14.173	\$14.627
2	FR/PR	21	Mail Clerk -2	\$13.318	\$13.728	\$14.173	\$14.627
2	FR/PR	21	Menu Clerk -2	\$13.318	\$13.728	\$14.173	\$14.627
2	FR/PR	21	Pre-Admit.Clk-2	\$13.318	\$13.728	\$14.173	\$14.627

(* - rates are red circled until they are in line with the Salary Band)

SCARBOROUGH GENERAL HOSPITAL OPSEU CLERICAL - SALARY SCALES

** Effective Date: April 1, 1995*

Salary Band	Salary Scale	Salary Grid	Job Title	Steps			
				Start S	Year 1	Year 2	Year 3

5	FR/PR	51	Bed Allocation Clk-5	\$15.080	\$15.525	\$16.036	\$16.522
5	FR/PR	51	Emerg. Unit Clk-5	\$15.080	\$15.525	\$16.036	\$16.522
5	FR/PR	51	Emerg. Admitting Clk-5	\$15.080	\$15.525	\$16.036	\$16.522

4	FR/PR	42	Payroll Clerk-4	\$13.732	\$14.168	\$14.669	\$15.145
4	FR/PR	41	Admitting Clk-4	\$13.732	\$14.168	\$14.669	\$15.145
4	FR/PR	41	Booking Clk-4	\$13.732	\$14.168	\$14.669	\$15.145
4	FR/PR	41	Commun. Operator-4	\$13.732	\$14.168	\$14.669	\$15.145
4	FR/PR	41	Emerg. Adm. Clerk-4	\$13.732	\$14.168	\$14.669	\$15.145
4	FR/PR	41	Clerk-4	\$13.732	\$14.168	\$14.669	\$15.145
4	FR/PR	41	Unit Clerk-4	\$13.732	\$14.168	\$14.669	\$15.145

3	FR/PR	34	*Medical Secretary-3(D)	\$13.673	\$14.355	\$15.072	\$15.840
3	FR/PR	33	Med. Dicta-Typ.-3	\$13.710	\$14.139	\$14.630	\$15.097
3	FR/PR	33	Secretary - 3	\$13.710	\$14.139	\$14.630	\$15.097
3	FR/PR	32	Secretary -3	\$13.710	\$14.139	\$14.630	\$15.097
3	FR/PR	31	Accts. Payable Clk-3	\$13.710	\$14.139	\$14.630	\$15.097
3	FR/PR	31	Admitting Clk-3	\$13.710	\$14.139	\$14.630	\$15.097
3	FR/PR	31	Booking Clk-3	\$13.710	\$14.139	\$14.630	\$15.097
3	FR/PR	31	Business Off. Clk-3	\$13.710	\$14.139	\$14.630	\$15.097
3	FR/PR	31	Clerk -3	\$13.710	\$14.139	\$14.630	\$15.097
3	FR/PR	31	Commun. Operator-3	\$13.710	\$14.139	\$14.630	\$15.097
3	FR/PR	31	Health Rec. Clk-3	\$13.710	\$14.139	\$14.630	\$15.097
3	FR/PR	31	Pre-Admit. Clerk-3	\$13.710	\$14.139	\$14.630	\$15.097
3	FR/PR	31	Unit Clerk -3	\$13.710	\$14.139	\$14.630	\$15.097

2	FR/PR	25	Secretary -2(E)	\$13.451	\$13.865	\$14.315	\$14.773
2	FR/PR	24	Secretary -2	\$13.451	\$13.865	\$14.315	\$14.773
2	FR/PR	22	Business Off. Clk-2	\$13.451	\$13.865	\$14.315	\$14.773
2	FR/PR	22	Clerk -2	\$13.451	\$13.865	\$14.315	\$14.773
2	FR/PR	22	Health Rec. Clk-2	\$13.451	\$13.865	\$14.315	\$14.773
2	FR/PR	21	Mail Clerk -2	\$13.451	\$13.865	\$14.315	\$14.773
2	FR/PR	21	Menu Clerk -2	\$13.451	\$13.865	\$14.315	\$14.773
2	FR/PR	21	Pre-Admit. Clk-2	\$13.451	\$13.865	\$14.315	\$14.773

(* - rates are red circled until they are in line with the Salary Band)

8 Aug 96

em

Dated at Scarborough, Ontario this 1st day of May 19 97.

FOR THE HOSPITAL

~~James Downes~~
Angie Nans
N. Jean Drum
E. C. Hayes

FOR THE UNION

Beverly Shuler
Jackie Knowles
K. H. Lutz
Dawkins
E. MacLean
~~...~~
Leah Lull.