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# Collective Agreement

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between

**Ontario Public Service Employees Union  
on behalf of its Local 581**

and

**The Scarborough Hospital  
All Employees  
Office & Clerical Bargaining Unit**

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**DURATION: April 1, 2007 – March 31, 2009**



**Sector 11  
5-581-402-20090331-11**

## TABLE OF CONTENTS

<b>ARTICLE #</b>	<b>PAGE #</b>
ARTICLE 1 - PURPOSE.....	1
ARTICLE 2 - RECOGNITION.....	1
ARTICLE 3 - DEFINITIONS.....	1
ARTICLE 4 - MANAGEMENT RIGHTS.....	2
ARTICLE 5 - NO HARASSMENT OR DISCRIMINATION.....	2
ARTICLE 6 - ACCOMMODATION .....	3
ARTICLE 7 - STRIKES AND LOCKOUTS.....	3
ARTICLE 8- UNION SECURITY.....	3
ARTICLE 9 - UNION REPRESENTATION.....	4
9.03 Labour/Management Committee.....	5
ARTICLE 10 - HEALTH & SAFETY & VIDEO DISPLAY TERMINAL.....	5
10.02 Video Display Terminals .....	5
10.04 Health & Safety Committee.....	6
ARTICLE 11 - COMPLAINTS AND GRIEVANCES.....	6
11.04 Policy Grievance.....	8
11.05 Group Grievance.....	8
11.06 Discharge Grievance.....	8
ARTICLE 12- LETTERS OF REPRIMAND AND ACCESS TO FILES.....	10
ARTICLE 13 - SENIORITY .....	11
13.01 Seniority Full-Time .....	11
13.06 Effect of Absence .....	12
13.07 Seniority-Part-Time.....	12
ARTICLE 14 - JOB SECURITY.....	12
14.01 Notice and Redeployment Committee .....	12
14.02 Layoff and Recall.....	15
14.03 Early Retirement Allowance.....	17
14.04 Benefits on Layoff .....	17
14.05 Retraining.....	17
14.06 Separation Allowances.....	18
14.07 Technological Change.....	18
14.08 Contracting Out .....	19
14.09 Work of the Bargaining Unit .....	19

## TABLE OF CONTENTS

<b>ARTICLE #</b>	<b>PAGE #</b>
ARTICLE 15 – EMERGENCY CONDITIONS.....	19
ARTICLE 16 - JOB POSTING, PROMOTION. AND TRANSFER.....	20
ARTICLE 17 - LEAVE OF ABSENCE.....	22
17.02 Bereavement Leave.....	22
17.03 Jury Duty and Required Attendance at Court.....	23
17.04 Pregnancy Leave.....	23
17.05 Parental Leave.....	24
17.06 Compassionate Care Leave.....	24
17.07 Local Union Business Leave.....	25
ARTICLE 18 - SICK LEAVE AND LONG TERM DISABILITY - FULL-TIME.....	26
18.03 Payment Pending Determination of WSIB Claims (F/T).....	26
ARTICLE 19 – SCHEDULING. HOURS OF WORK AND WORKING CONDITIONS.....	26
19.01 Scheduling (Full-time).....	26
19.04 Scheduling (Part-time).....	27
19.05 Overtime.....	27
19.06 Part Time working Full Time Hours.....	27
19.07 Shift Cancellation.....	28
19.08 Injury Pay.....	28
19.09 Pyramiding of Overtime.....	28
19.10 Posting of the Schedule.....	28
19.11 Request for Change in Schedule.....	28
19.12 Cancellation of Shift.....	28
19.13 Premiums (Full Time and Part Time).....	28
19.14 Overtime Options (Full time/Part-time) - Payment/Time-off.....	28
19.15 Scheduling of Stat Holiday.....	29
19.16 Extra Shifts.....	29
19.17 Mobility of Employees Between Sites.....	29
19.18 Change in Posted Shifts.....	30
19.19 Flexible Hours.....	30
ARTICLE 20 - HOLIDAYS – GENERAL.....	31
20.03 Full Time.....	31
20.08 Part Time.....	32

## TABLE OF CONTENTS

ARTICLE #	PAGE #
ARTICLE 21 - VACATION.....	32
21.01 Full Time.....	32
21.02 Part Time.....	33
21.04 Scheduling.....	34
21.06 Interruption Due to Illness.....	34
ARTICLE 22 - MEDICAL, SICK LEAVE, INSURANCE, PENSIONS.....	35
22.01 Medical Appeals Process.....	35
22.02 Hospitals of Ontario Pension Plan.....	35
22.03 Life Insurance (H.O.O.G.L.I.P.).....	35
22.07 Extended Health Care.....	36
22.08 Other Benefits:.....	36
22.09 Change of Carrier.....	36
22.10 Earned Benefits (Exclusive of Vacation) - Part-Time.....	36
22.11 Benefits for Early Retirement.....	36
22.12 Same Sex Partner Coverage.....	37
ARTICLE 23 - VACCINES.....	37
23.01 Influenza Vaccine.....	37
23.02 Hepatitis B Vaccine.....	38
ARTICLE 24 - GENERAL.....	38
ARTICLE 25 - CLASSIFICATION AND WAGE RATES.....	38
25.06 Retroactivity.....	39
ARTICLE 26 - EXTENDED TOURS.....	39
ARTICLE 27 - NEW CLASSIFICATIONS.....	41
ARTICLE 28 - RECLASSIFICATION PROCESS.....	42
ARTICLE 29 - JOB SHARING.....	43
ARTICLE 30 - MEDICAL TRANSCRIPTIONISTS.....	44
ARTICLE 31 - TERM OF AGREEMENT.....	46
SALARIES - APRIL 1, 2007.....	47
SALARIES - APRIL 1, 2008.....	48
WORKLOAD COMPLAINT (Process).....	49
LETTER OF AGREEMENT #1.....	51
LETTER OF AGREEMENT #2.....	52

**TABLE OF CONTENTS**

<b>ARTICLE #</b>	<b>PAGE #</b>
LETTER OF AGREEMENT #3 .....	53
LETTER OF AGREEMENT #4 .....	54
LETTER OF AGREEMENT #5 .....	55
LETTER OF AGREEMENT #6 .....	56
FRAMEWORK FOR HEALTH HUMAN RESOURCES ADJUSTMENT PLANS.....	57

## **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 The Scarborough Hospital employed in Scarborough, Ontario, save and except supervisors and those above such rank, Secretary Human Resources, Benefits Clerk Human Resources, Clerk Typist Human Resources, Health Information Professional, Data Quality Specialist, Administrative Assistants II and III/Administrative Secretaries, Lifeline Assistant, Library Technician, Data Analyst, Volunteer Services Assistant and Executive Assistants, students employed during the school vacation period, and employees covered by subsisting Labour Agreements.

## **ARTICLE 3 - DEFINITIONS**

- 3.01** A full time employee is an employee who is regularly scheduled to work the normal full time hours of work as set out in Article 19.01 of the Collective Agreement.
- 3.02** A part time employee is an employee who works less than the normal full time hours per week as set out in Article 19.04 of the Collective Agreement.
- 3.03** (a) A temporary employee is an employee who is hired on a full time basis as a back-fill for an employee who is on an approved leave of absence, or who is hired for a temporary project. A temporary employee shall not accrue seniority. Unless otherwise agreed to with the Union, a temporary employee's term of employment shall not exceed one year. If a temporary employee is subsequently hired in a permanent capacity, her unbroken service/seniority may be backdated to her first date of hire.
- (b) An employee who is currently employed by the Hospital in another seniority rated position, and who is placed into a temporary position, shall continue to accrue seniority. On completion of the temporary assignment, the employee shall be returned to their former position, or an equivalent position, in the event that the former position no longer exists.
- 3.04** A casual employee is an employee employed on an on call basis and has the option of accepting or rejecting those hours of work. Casual employees shall be used when regular part-time employees are not available to cover for absences and vacations. The use of casual employees shall be permitted as referred to in Article 19.16(c).

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

- 4.01** 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, schedule, 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.
- 4.02** The Hospital will exercise its rights in a manner consistent with the provisions of this agreement.

#### **ARTICLE 5 – NO HARASSMENT OR DISCRIMINATION**

- 5.01** The Union and the Hospital agree that there will be no intimidation, interferences, restrictions or coercion exercised or practiced by any of its members or representatives *on* an employee because of his/her membership or non-membership in the Union.
- 5.02**
- (a) “Every person who is an employee has a right to freedom from harassment in the workplace by the Employer or agent of the Employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, sex, sexual orientation, same-sex partnership status, record of offences, marital status, family status or disability”: ref: Ontario Human Rights Code, Sec. 5(2).
  - (b) “Every person who is an employee has a right to freedom from harassment in the workplace because of sex by his or her Employer or agent of the Employer or by another employee”: ref: Ontario Human Rights Code 7(2).
  - (c) “Every person has a right to be free from,
    - (i) a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought to reasonably to know that it is unwelcome; or

- (ii) a reprisal or threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person”: ref: Ontario Human Rights Code, Sec. 7(3).
- (d) The parties recommend and encourage any employee who may have harassment or discrimination complaint to follow the complaints process as set out in the Employer’s harassment policies and process.
- (e) In recognizing the importance of a harassment free environment, the Employer and the Union will review hospital policies and processes with respect to harassment with the employee during her or his orientation period.
- (f) Where an employee requests the assistance and support of the Union in dealing with harassment or discrimination issues, such representation shall be allowed.
- (g) An employee who believes that she or he has been harassed contrary to this provision may file a grievance under Article 11 of this Collective Agreement.

NOTE: “Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome”: ref: Ontario Human Rights Code, Sec. 10(1).

## **ARTICLE 6 - ACCOMMODATION**

**6.01** The Hospital and the Union recognize their joint Duty to Accommodate employees in accordance with the provisions of the Ontario Human Rights Code.

## **ARTICLE 7 - STRIKES AND LOCKOUTS**

**7.01** 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 8- UNION SECURITY**

**8.01** The Hospital shall deduct from each employee from their first day of employment in the bargaining unit an amount equivalent 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. In addition, the Hospital shall deduct Union dues from any retroactive wage payments. The Hospital agrees that it will remit the total amount of such deductions to the Union’s Director of Finance, 100 Lesmill Road, North York, Ontario not later than the fifteenth (15<sup>th</sup>) day of each month following the month in which such deductions were made. The remittance shall be accompanied by a list of names and social insurance numbers of those employees from whom deductions have been made. The list shall clearly indicate changes in



employment status for promotion, demotion, termination and leaves of absence. A second copy of the list without the social insurance numbers shall be provided to the Local President or his/her designate.

- 8.02** The Union agrees to save the Hospital harmless and to indemnify the Hospital with respect to any claim made against the Hospital and by any employee or group of employees arising out of the deduction of union dues as herein provided.
- 8.03** The Union will advise the Hospital in writing of the amount of its regular dues. The amounts specified shall continue to be deducted until changed by further written notice to the Hospital.
- 8.04** The Hospital agrees to provide each employee in the bargaining unit a T-4 slip for income tax purposes showing the amount of dues deducted and shall give it to each employee in the bargaining unit on time for inclusion in their income tax return.

## **ARTICLE 9 - UNION REPRESENTATION**

- 9.01** (a) The Hospital agrees to recognize the following representatives of the Union:
- (i) A negotiating committee of not more than six (6) employees from The Scarborough 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 six (6) employees at any one time shall be permitted leave for any one set of negotiations.
- (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, the names of stewards and area of representation before the Hospital will be required to recognize them.
- 9.02** 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.

### **9.03 Labour/Management Committee**

There shall be a joint Labour/Management Committee (Employee Relations Committee) consisting of not more than four **(4)** employees, plus the Local Union President, Local Union Secretary, and Manager Labour Relations, or designate, 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 10 - HEALTH & SAFETY & VIDEO DISPLAY TERMINAL**

**10.01** 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. The work area and chair provided will be ergonomically appropriate.

### **10.02 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.

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 examination, 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.

**10.03** 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. 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 in 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

10

allowance shall be based on the actual weekly rate of pay for her classification which she was receiving on the last day worked prior to the reassignment.

#### **10.04 Health & Safety Committee**

- (a) 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.
- (b) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Health and Safety Committee at least one representative selected or appointed by the Union from amongst bargaining unit employees.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- (d) The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- (e) 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.
- (f) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one (1) calendar year from the date of appointment, which may be renewed for further periods of one (1) year. Time off for such representative(s) to attend meetings of the Accident Prevention – Health and Safety Committee in accordance with the foregoing shall be granted and time so spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at his regular or premium rate as may be applicable.
- (g) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

#### **ARTICLE 11 - COMPLAINTS AND GRIEVANCES**

- 11.01** 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.
- 11.02** For the purpose of this Collective 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 Collective Agreement.
- 11.03** (a) 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:

- (b) The employee must submit the grievance through the Local Union, signed by the grievor and the Local Union President, or designate, to the Director, Employee Relations of the Hospital, or designate. The grievance shall identify the nature of the grievance; the remedy sought, and should specify the provisions of the Collective Agreement which are alleged to have been violated.
- (c) 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.
- (d) 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.
- (e) 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.

- (9) 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.
- (g) 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.

- (h) 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.
- (i) 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.

#### **11.04 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 Director, Employee Relations or designate 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.

#### **11.05 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 Director, Employee Relations, or 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.

#### **11.06 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 she 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 Director, Employee Relations of the Hospital, or designate within seven (7) calendar days after the date the discharge is effective. 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.

- 11.07** 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.
- 11.08** All agreements reached under the grievance procedure between the representatives of the Hospital, the representatives of the Union and the griever(s) will be final and binding upon the parties.
- 11.09** 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.
- 11.10** 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.
- 11.11** No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.
- 11.12** 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.
- 11.13** 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).
- 11.14** 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.
- 11.15** 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.
- 11.16** 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:
- (a) 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").
  - (b) 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. The parties will share equally the fees and expenses, if any, of the mediator.

- 11.17** 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.
- 11.18** 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 12- LETTERS OF REPRIMAND AND ACCESS TO FILES**

- 12.01** 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.
- 12.02** 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.
- 12.03** (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.
- 12.04** Any letter of reprimand or suspension will be removed from the record of an employee twelve (12) months following the receipt by the employee of such letter or suspension. Any further disciplinary action within the initial twelve (12) month period shall be only removed from the record of an employee 24 months following the receipt by the employee of such disciplinary action. Leaves of absence in excess of thirty (30) calendar days will not count towards the twelve (12) month period.
- 12.05** 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

## **ARTICLE 13 - SENIORITY**

### **13.01 Seniority Full-Time**

All full time employees will acquire seniority on completion of a probationary period of sixty (60) 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.

**13.02** (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 13.08. The address list will be provided to the Union free of charge.

**13.03** 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.

**13.04** Employees shall lose their seniority and be deemed to be terminated in the event that:

(a) They are discharged for just cause and not reinstated;

(b) They resign;

(c) They are laid off for the lesser of their length of service or twenty-four (24) calendar months.

(d) 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;

(e) They are absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Hospital of such absence and providing to the Hospital a satisfactory reason;

(9) They fail to return to work upon termination of an authorized leave of absence without an explanation satisfactory to the Hospital, or utilize a leave of absence for a purpose other than for which the leave of absence was granted;

**13.05** 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 and for employees transferring from Full time to Part time will receive a seniority position equal to the number of tours worked converted to the seniority basis utilized in the Hospital. Effective March 20, 2008, One (1) year equals 1950 hours with a maximum accumulation of 1 years seniority per calendar year.



**13.06 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.

**13.07 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.

**13.08** 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.

**13.09** Seniority shall be based on the number of tours worked.

**13.10** 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.

**13.11** Part-time employees shall accrue seniority and service if absent due to a disability resulting in WSIB benefits, on the basis of what the employee's normal regular hours of work would have been.

**13.12** No employee shall be transferred to a position outside the bargaining unit without her consent. If an employee is transferred to a temporary 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 period up to a maximum of one year for the time spent outside the bargaining unit. Temporary assignments outside the bargaining unit shall be for a maximum of one (1) year.

**ARTICLE 14 - JOB SECURITY****14.01 Notice and Redeployment Committee**

- (a) In the event of a proposed layoff at the Hospital of a permanent or long-term nature or the elimination of a position within the bargaining unit, the Hospital shall:
  - (i) provide the Union with no less than five (5) months' written notice of the proposed layoff or elimination of position; and

- (ii) provide to the affected employee(s), if any, who will be laid off with no less than five (5) months' written notice of layoff, or pay in lieu thereof.

Note: Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided in (i) above shall be considered notice to the Union of any subsequent layoff.

- (b) A layoff shall not include a reassignment of an employee from her or his classification or area of assignment who would otherwise be entitled to notice of layoff provided:
  - (i) the reassignment of the employee is to an appropriate permanent job with the employer having regard to the employee's skills, abilities, qualifications and training or training requirements;
  - (ii) the reassignment of the employee does not result in a reduction of the employees wage rate or hours of work;
  - (iii) the job to which the employee is reassigned is located at the employee's original work site or at a nearby site in terms of relative accessibility for the employee;
  - (iv) the job to which the employee is reassigned is on the same or substantially similar shift or shift rotation; and where more than one employee is to be reassigned in accordance with this provision, the reassigned employees shall be entitled to select from the available appropriate vacancies to which they are being reassigned in order of seniority provided no such selection causes or would cause a layoff or bumping.

The Hospital bears the onus of demonstrating that the foregoing conditions have been met in the event of a dispute. The Hospital shall also reasonably accommodate any reassigned employee who may experience a personal hardship arising from being reassigned in accordance with this provision.

- (c) Any vacancy to which an employee is reassigned pursuant to paragraph (b) need not be posted.
- (d) **Redeployment Committee**

At each Hospital a Redeployment Committee will be established not later than two (2) weeks after the notice referred to in Article 14.01 and will meet thereafter as frequently as is necessary.

- (i) **Committee Mandate**

The mandate of the Redeployment Committee is to:

- (1) Identify and propose possible alternatives to the proposed layoff(s) or elimination of position(s), including, but not limited to, identifying work which would otherwise be

bargaining unit work and is currently work contracted-out by the Hospital which could be performed by bargaining-unit employees who are or would otherwise be laid off;

- (2) Identify vacant positions in the Hospital or positions which are currently filled but which will become vacant within a twelve (12) month period and which are either:
  - (a) within the bargaining unit; or
  - (b) within another OPSEU bargaining unit; or
  - (c) not covered by a Collective Agreement.
  - (d) Identify the retraining needs of workers and facilitate such training for workers who are, or would otherwise be, laid off.
  - (e) Subject to Article 14.01, the Hospital will award vacant positions to employees who are, or would otherwise be laid off, in order of seniority if, with the benefit of **up** to six (6) months retraining, an employee has become able to meet the normal requirements of the job.
- (9) Any dispute relating to the foregoing procedures may be filed as a grievance commencing at Step 3.

(ii) **Committee Composition**

The Redeployment Committee shall be comprised of equal numbers of representatives of the Hospital and of the Union. The number of representatives will be determined locally. Where for the purposes of HTAP (the Ontario Hospital Training and Adjustment Panel) there is another hospital-wide staffing and redeployment committee created or in existence, Union members of the Redeployment Committee shall serve on any such hospital-wide staffing committee established with the same or similar terms of reference, and the number of Union members on such committee will be proportionate to the number of its bargaining unit members at the particular Hospital in relation to other staff groups.

Meetings of the Redeployment Committee shall be held during normal working hours. Time spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at his or her regular or premium rate as may be applicable.

Each party shall appoint a co-chair for the Redeployment Committee. Co-chairs shall chair alternative meetings of the Committee and will be jointly responsible for establishing the agenda of the Committee meetings, preparing minutes and writing such correspondence as the Committee may direct.

**(iii) Disclosure**

The Hospital shall provide to the Redeployment Committee all pertinent staffing and financial information.

**(iv) Alternatives**

The Redeployment Committee or where there is no consensus, the committee members shall propose alternatives to cutbacks in staffing to the Hospital's Chief Executive Officer and to the Board of Directors.

At the time of submitting any plan concerning rationalization of services and involving the elimination of any position(s) or any layoff(s) to the District Health Council or to the Ministry of Health, the Hospital shall provide a copy, together with accompanying documentation, to the Union.

**14.02 Layoff and Recall**

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

An employee in receipt of notice of layoff pursuant to 14.01 (a) (ii) may:

- (a) accept the layoff; or
- (b) opt to receive a separation allowance as outlined in Article 14.06 ; or
- (c) opt to retire, if eligible under the terms of the Hospitals of Ontario Pension Plan (HOOPP) as outlined in Article 14.03 or
- (d) displace another employee who has lesser bargaining unit seniority in the same or a lower or an identical-paying classification in the bargaining unit if the employee originally subject to layoff has the ability to meet the normal requirements of the job. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article 14.01.

An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Hospital of his or her intention to do so and the position claimed within seven (7) days after receiving the notice of layoff.

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 as she held in the position from which she was laid off.

Note: For purposes of the operation of clause (d), an identical-paying classification shall include any classification where the straight-time hourly wage rate at the level of service corresponding to that of the laid off employee is within 1% of the laid off employee's straight time hourly wage rate.

In the event that there are no employees with lesser seniority in the same or a lower or identical-paying classification, as defined in this article, a laid-off employee shall have the right to displace another employee with lesser seniority who is the least senior employee in the classification and where the straight-time hourly rate at the level of service corresponding to that of the employee is within 7% of the laid-off employee's straight-time hourly rate.

An employee who is subject to layoff other than a layoff of a permanent or long-term nature shall have the right to accept the layoff or displace another employee in accordance with (a) and (d) above.

An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided he or she has the 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 complete.

In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Hospital shall not act in an arbitrary or unfair manner.

An employee recalled to work in a different classification from which he or she **was** laid off shall have the privilege **of** returning to the position held prior to the layoff should it become vacant within six (6) months of being recalled.

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.

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 second 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 or her proper address being on record with the Hospital.

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.

No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employees.

In the event of a layoff of an employee, the Hospital shall pay its share of insured benefits premiums for the duration of the five-month notice period provided for in Article 14.04.

### **14.03 Early Retirement Allowance**

Prior to issuing notice of lay off 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 lay off.

The Hospital will meet with the Union prior to offering early retirement as outlined above. Unless otherwise agreed between the Hospital and the Union, 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 52 weeks salary and in addition, full-time employees shall receive a single lump-sum payment equivalent to a \$1,000 for each year less than age 65 to a maximum of \$5,000 upon retirement.

### **14.04 Benefits on Layoff**

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

In the event of a lay-off of an employee, the Hospital shall pay its 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 the Human Resources provided that the employee informs the Hospital of his or her intent to do so at the time of the lay-off.

### **14.05 Retraining**

#### **(a) Retraining for Positions within the Hospital**

Where, with the benefit of retraining of up to six (6) months, an employee who has either accepted the layoff or who is unable to displace any other employee could be redeployed to a hospital position identified by the Redeployment Committee in accordance with Article 14.01(d)(i):

- (i) Opportunities to fill vacant positions identified by the Hospital Redeployment Committee through retraining shall be offered to employees who apply and would qualify for the position with the available retraining in order of their seniority until the list of any such opportunities is exhausted. Opportunities to fill vacancies outside of OPSEU bargaining units may be offered by the Hospital in its discretion.
- (ii) The Hospital and the Union will cooperate so that employees who have received notice of permanent layoff and been approved for retraining in order to prevent a layoff will have their work schedules adjusted in order to enable them to participate in the retraining, and scheduling and seniority requirements may by mutual agreement

be waived. The Redeployment Committee will seek the assistance of the Hospital Training and Adjustment Panel (HTAP) to cover the cost of tuition, books and any travel.

- (iii) Apart from any on-the-job training offered by the Hospital, any employee subject to layoff who may require a leave of absence to undertake retraining in accordance with the foregoing shall be granted an unpaid leave of absence which shall not exceed six (6) months.
- (iv) Laid-off employees who are approved for retraining in order to qualify for a vacant position within the Hospital will continue to receive insured benefits.

**(b) Placement**

Upon successful completion of his or her training period, the Hospital and the Union undertake to waive any restrictions which might otherwise apply, and the employee will be placed in the job identified in Article 14.05 (a) (i).

An employee subject to layoff who applies but later declines to accept a retraining offer or fails to complete the training will remain subject to layoff.

**14.06 Separation Allowances**

- (a) Where an employee resigns within 30 days after receiving notice of layoff pursuant to Article 14.01(a)(ii) that his or her position will be eliminated, he or she 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, may be reimbursed for tuition fees up to a maximum of three thousand (\$3,000) dollars.
- (b) Where an employee resigns later than 30 days after receiving notice pursuant to Article 14.01(a)(ii) that his or her position will be eliminated, he 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, may be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250) dollars.

**14.07 Technological Change**

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 affect, if any, upon employees concerned.

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 age and previous educational background, during which they may perfect or acquire the skills necessitated by the new 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.

Employees with one (1) 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 above set forth and the requirements of the applicable law.

#### **14.08 Contracting Out**

The Hospital shall not contract out any work usually performed by members of the 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.

#### **14.09 Work of the Bargaining Unit**

##### **(a) Work of the Bargaining Unit**

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.

##### **(b) Volunteers**

The use of volunteers to perform bargaining unit work, as covered by this agreement, shall not be expanded beyond the extent of existing practice as of March 31, 2003.

Effective April 1, 2005, the Hospital shall submit to the Union figures indicating the number of volunteers as of March 31, 2003. Thereafter, the Hospital shall submit to the Union, at three (3) month intervals, the number of volunteers for the current month and the number of hours worked.

### **ARTICLE 15 – EMERGENCY CONDITIONS**

**15.01** The Union and the Hospital agree to work jointly to minimize any adverse affects of any future emergency situations of an unexpected nature. Accordingly, in the event an emergency situation(s) arises, the Union and the Hospital agree that the Hospital will identify to the Union and the President of its Local 581, in more than 24 hours of the occurrence, the nature of the emergency.

Discussions may include and are not limited to:



- the cause of the emergency
- determination of a schedule of meetings/conference calls to deal with the emergency situation
- issues of redeployment and reassignment of staff (including voluntary reassignment of staff) shall be signed off with the union
- scheduling issues
- ways and means of avoiding or minimizing the impact to employees including:
  - identifying and reviewing possible alternatives to any action the Hospital plans to take
  - identifying vacant positions within the Hospital that members might qualify to be redeployed to

There shall be no loss of earnings, service or benefits for committee members attending these meetings. A committee member will be paid at the member's regular premium rate as may apply.

## **ARTICLE 16 -JOB POSTING, PROMOTION, AND TRANSFER**

**16.01** 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 twelve (12) months vacancies caused by:

- (a) illness;
- (b) accident;
- (c) vacation;
- (d) leave of absence not expected to exceed twelve (12) months;
- (e) specific tasks not expected to exceed twelve (12) 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 16.06. 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.

Temporary vacancies exceeding six (6) months, but not expected to exceed twelve (12) months, shall be posted for a period of seven (7) calendar days, and filled in the same manner as permanent vacancies.

Employees in the bargaining unit selected to fill such temporary vacancies agree not to apply for other temporary positions while filling the temporary vacancy. Furthermore, an employee who returns to her former position after filling a

temporary vacancy need not be considered for another temporary vacancy for six (6) months from the date she returns to her former position.

The Hospital agrees to notify the Union of all temporary positions filled by part time OPSEU clerical employees.

- 16.02** Notice of vacancies referred to in 16.01 shall include for informational purposes: department, classification, qualification.
- 16.03** A copy of the posted notice will be sent to the Local President or his designate, within the aforementioned seven (7) calendar days. All bargaining unit job postings shall be posted simultaneously at all Hospital sites. Jobs posted on the Hospital intranet shall be considered as being posted at all Hospital sites.
- 16.04** The Union will be advised of the names of successful applicants for job postings.
- 16.05** The Hospital agrees to discuss with unsuccessful applicants ways in which they can improve for future postings, if requested.
- 16.06** 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.
- 16.07** In matters of promotion and staff transfer, a successful bargaining unit applicant shall be allowed a trial of up to forty (40) shifts worked during which the Hospital will determine if the employee can satisfactorily perform the job. Within this period, a decision may be made for the employee to 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 position, the transfer will be completed within the trial period or as soon as possible following the end of the trial period, and the filling of subsequent vacancies will be reversed.

If for any reason the successful bargaining unit applicant 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 up to and including the end of the 40 shift trial period, then the Hospital may elect to refer to the original applicants for appointment without re-posting the vacancy.

- 16.08** 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.

- 16.09** 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.

- 16.10** 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 17 - LEAVE OF ABSENCE**

- 17.01** 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.

### **17.02 Bereavement Leave**

Any employee who notifies the Hospital as soon as possible following bereavement will be granted bereavement leave for up to four (4) 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 for a parent, step-parent, spouse or child or step-child. "Spouse" for the purposes of bereavement leave will include a partner of the same sex.

For the purposes of bereavement leave, the relationships specified in the preceding clauses are deemed to include a common-law spouse and a partner of the same sex in cases not addressed above.

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 sister, brother, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law and grandparent of spouse.

An employee shall be granted one (1) day bereavement leave without loss of regular earnings to attend the funeral of her or his aunt or uncle, niece or nephew.

Where an employee does not qualify under the above-mentioned conditions, the Hospital may nonetheless grant a paid bereavement leave. The Hospital, in its sole discretion, may extend such leave with or without pay. The employee shall receive pay only for the days that were granted when she was scheduled to work following the death of a relative but does not work due to the special leave.

If the part-time employee's scheduled shifts fall within the period of bereavement part-time employees will be credited with seniority and service for all such leave.

### **17.03 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;
- (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 her regularly scheduled day off or during her 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.

### **17.04 Pregnancy Leave**

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this agreement.
- (b) 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 30 of the Employment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three per cent (93%) of her regular weekly earnings and the sum of her weekly Employment Insurance 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 13 weeks of continuous service at the Hospital prior to the commencement of the pregnancy leave.

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

#### **17.05 Parental Leave**

- (a) Parental leaves will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this agreement.
- (b) In cases of adoption, the employee shall advise the hospital as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption.
- (c) 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 30 of the Employment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three per cent (93%) of his/her regular weekly earnings and the sum of his/her weekly Employment Insurance 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.

The above provision only applies to employees with at least 13 weeks 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 Employment Insurance Regulation 57 (13).

#### **17.06 Compassionate Care Leave**

The Hospital agrees to abide by the legislation as it relates to Compassionate Care. Seniority shall accrue for the time of the leave.

### 17.07 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. s 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 fifty (50) 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.

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.

(d) **Hospital/Union Business**

The Hospital agrees to provide twenty-five (25) days leave with pay per year to the Local Union President or their designee for the purpose of conducting Local Union Business as follows:

- (i) Three (3) days during the months of January, February, March, April, May, October, November, two (2) days in December.

- (ii) Two (2) days during the months of June - September.

In the months when Labour-Management meetings are held, they shall be held on one of these days.

In the months when Labour-Management meetings are held, they shall be held on one of these days.

## **ARTICLE 18 - SICK LEAVE AND LONG TERM DISABILITY - FULL-TIME**

**18.01** 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.

**18.02** 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 16.07. 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.

### **18.03 Payment Pending Determination of WSIB 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 WSIB benefits 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 the Workplace Safety and Insurance Board 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 Workplace Safety and Insurance Board. If the claim for WSIB is not approved, the monies paid as an advance will be applied towards 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.

- 18.04** (a) As per the provisions of the HOODIP plan, employees with four (4) or more years of full time service will receive sick pay at 100% of earnings.
- (b) Notwithstanding 18.04 (a) above, a part time employee who moves into a full time vacancy shall receive sick pay at 100%, provided that she/he has been employed at the Hospital for a period of 7800 hours.

## **ARTICLE 19 – SCHEDULING, HOURS OF WORK AND WORKING CONDITIONS**

### **19.01 Scheduling (Full-time)**

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.

**19.02** Authorized hours worked including paid leave 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.

**19.03** 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.

**19.04 Scheduling (Part-time)**

(a) 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, but not less than four (4) hours per day, except in the Cafeteria, where the hours of operation may necessitate a shorter shift.

(b) The employer shall distribute hours of work amongst qualified part time employees in the department or work area on an equitable basis when the schedule is posted, unless otherwise agreed.

(c) Employees shall be permitted a fifteen (15) minute rest period during every 3.75 hours worked. Employees working more than a five (5) hour shift will be entitled to a 30 minute unpaid break.

(d) The Hospital shall distribute extra, available hours of work equitably amongst those part time departmental/unit employees who are qualified and available. For short notice overtime on the same shift, only employees on duty and qualified shall be considered.

**19.05 Overtime**

Authorized hours worked by a part 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.

**19.06 Part Time working Full Time Hours**

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 twelve (12) 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.



**19.07 Shift Cancellation**

When an employee must be cancelled from a shift on a unit/department, the most junior employee shall be cancelled.

**19.08 Injury Pay**

If an employee is injured on the job and his supervisor excuses him from further duty for the balance of his shift, the employee's regular rate of pay shall continue for the balance of that shift and there shall be no deduction from sick leave or other credits.

**19.09 Pyramiding of Overtime**

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.

**19.10 Posting of the Schedule**

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.

**19.11 Request for Change in Schedule**

A request for a change of the scheduled working hours must be submitted in writing to the manager or designate for approval. Such requests shall not be unreasonably denied, based on departmental needs.

**19.12 Cancellation of Shift**

Full time employees who report for any scheduled shifts will be guaranteed at least four (4) hours pay. Part time employees who report for any scheduled full shifts will be guaranteed at least four (4) hours pay, or a pro-rata amount for less than a full shift.

**19.13 Premiums (Full Time and Part Time)**

A shift premium of one dollar (\$1.00 ) 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 and 2300 hours, and a shift premium of one dollar (\$1.00) per hour shall be paid to all full-time and part-time employees for all hours worked on a shift where the majority of the hours falls between 2300 hours and 0700 hours of the following day

Additionally, a weekend premium of one dollar (\$1.00 ) per hour shall be paid to all full-time and part-time employees for all hours worked on a shift where the majority of the hours fall between 2300 hours Friday night and 2300 hours Sunday night.

**19.14 Overtime Options (Full time/Part-time) - Payment/Time-off**

Where an employee has worked and accumulated approved overtime hours then such employee shall have the option of electing payment at the applicable overtime rate or time-off equivalent to the overtime rate. The maximum number

of hours that may be banked is thirty-seven and one-half (37.5) hours overtime earned. Time off is to be scheduled at a mutually agreeable time.

### **19.15 Scheduling of Stat Holiday**

The Hospital shall endeavour, unless otherwise agreed, to schedule an employee to work the statutory holiday when an employee has been scheduled to work the Saturday and Sunday of said holiday weekend and vice-versa when the employee is not scheduled to work the weekend.

### **19.16 Extra Shifts**

It is understood that the assignment of extra shifts will be administered in such a way as to avoid overtime situations where possible. However, where an overtime situation occurs, qualified full-time employees in the work area available and willing to work the extra hours will be given the opportunity before part-time employees are offered such opportunities. For short-notice overtime on the same day, only employees on duty will be considered for the overtime hours.

#### **(a) Change to Posted Schedule**

Employees requesting changes to their posted schedule shall be responsible to provide coverage for their scheduled shifts. Such changes shall not result in premium payments that would not otherwise apply.

#### **(b) Shift Exchanges**

Shift exchanges between employees shall not be unreasonably denied. No premium payment shall apply as a direct result of the exchange of shifts.

#### **(c) Casual Employees**

Casuals shall be utilized when no full-time or part-time staff is available to perform the required work.

### **19.17 Mobility of Employees Between Sites**

The parties agree to the principle of temporary mobility between sites

#### **(a) Mobility**

(i) The parties recognize that the principle of mobility between sites is designed to permit equitable opportunity for part-time/full-time staff to pick up extra shifts and to permit the Hospital to most efficiently perform required work; e.g. avoid working short staffed, special projects, emergencies.

(ii) Employees will normally be scheduled at one site, unless specified otherwise in the job posting. Employees who normally work at only one site may be assigned to another site for purposes of educational needs, orientation, temporary operational requirements or emergency.

Where emergency, temporary operational requirements or vacation coverage is required and not available at the employee's home site,

the Employer shall first ask for volunteers from another site. Assignment to another site will not be done in an arbitrary manner.

- (iii) Mobility between sites is voluntary. Volunteers will be sought only after determining that no employee from the affected site is available.
- (iv) Travel between sites will be reimbursed at the current corporate rate. Parking at the alternate site will be provided at no cost to the employee. Travel time will be deemed to be work time.
- (v) It is understood that this agreement will be a standing agenda item to be dealt with at Labour Management Meetings. The Labour Management Committee will receive monthly reports detailing cross-site activity.

(b) **Mileage**

- (i) If an employee is required to change sites pursuant to Article 19.17 (a) during her shift the employer will provide the means of transportation between the sites and such travel time will be deemed to be work time. However, an employee may use her vehicle and mileage will be paid at the prevailing corporate rate, whichever is higher. Employees who pay for parking at one site will receive parking at the other site at no cost.
- (ii) If an employee is required to change sites pursuant to Article 19.17 and received advance notice, which shall not be less than the previous shift, the employer will provide the means of transportation between the sites. However, an employee may use her vehicle and mileage will be paid at the rate of \$.35/km or at the prevailing corporate rate, whichever is higher. Employees who pay for parking at one site will receive parking at the other site at no cost.

**19.18 Change in Posted Shifts**

The Hospital will provide forty-eight **(48)** hours notice to a change in the posted shift schedule unless the change is required to provide sick or bereavement coverage, where twenty-four **(24)** hours notice will be provided. The acceptance of additional hour/shifts does not constitute a change in the posted schedule, and therefore overtime will not be paid.

**19.19 Flexible Hours**

Flexible hours of work, or flextime, is a system designed to accommodate the individual preferences and needs of employees while at the same time ensuring the efficient operation of the Hospital's services. In this article, flextime refers to flexible starting and finishing times.

Flexible hours will be implemented only after mutual agreement is secured between the employee who wishes flexible hours of work and the Hospital. A written request for flexible hours of work shall be considered, based on departmental needs. The terms of the flextime arrangements shall be in writing and may be terminated by either party with written notice of six (6) weeks.

## **ARTICLE 20 - HOLIDAYS – GENERAL**

**20.01** 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.

**20.02** 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. The Hospital agrees to provide a copy of the upcoming Holiday schedule by November 1<sup>st</sup> each year.

### **20.03 Full Time**

Full time employees will receive the following paid holidays:

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

\*\* 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.

**20.03** 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.

**20.04** 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.

**20.05** 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

- (a) on an approved leave of absence; or
- (b) due to accident, bona fide illness or other reasons authorized by the Hospital.

**20.06** 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.

**20.07** 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.

**20.08 Part Time**

Employees are entitled to the following public holidays with pay:

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

\*\* 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.

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
  - (i) on an approved leave of absence; or
  - (ii) 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 (1½) 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 21 - VACATION**

**21.01 Full Time**

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 thirteen (13) years continuous service - 5 weeks
- (e) After completion of twenty-two (22) years continuous service - 6 weeks
- (9) After the completion of twenty-eight (28) years continuous service - 7 weeks
- (g) 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.

- (h) The Hospital agrees a 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.
- (i) 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.

## 21.02 Part Time

Part time employees 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 25350 hours of service	- 8%
More that 25350 hours but less than 42900 hours of service	- 10%
More than 42900 hours but less than 54600 hours of service	- 12%
More than 54600 hours of service	- 14% (7 weeks after 28 years)

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 continuous 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.

## 21.03 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 weeks
After completion of 3900 hours of continuous service	- 3 weeks
After completion of 9750 hours of continuous service	- 4 weeks

After completion of 25350 hours of continuous service	- 5 weeks
After completion of 42900 hours of continuous service	- 6 weeks
After completion of 54600 hours of continuous service	- 7 weeks

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 continuous 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 Leave for purposes of vacation beyond such Leave as specified in this Article need be granted.

#### **21.04 Scheduling**

- (a) At all times, vacation preference will be granted to full-time employees. Vacation preference will be granted 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 the last day of February of each year or a subsequent date determined by the Hospital shall be granted on a first-come, first serve basis, based on departmental requirements.
- (c) Vacation schedules shall be posted by May 1st each year, and confirmed verbally to employees by April 15<sup>th</sup> of each year, and shall not be changed unless mutually agreed to by the employee concerned and the Hospital.

**21.05** 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.

#### **21.06 Interruption Due to Illness**

When 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.

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. Employees must have been under the continuing care of a physician and provide appropriate documentation.

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.

Where an employee's scheduled vacation is interrupted due to bereavement, the employee will be entitled to bereavement leave in accordance with Article 17.02

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

## **ARTICLE 22 - MEDICAL, SICK LEAVE, INSURANCE, PENSIONS**

### **22.01 Medical Appeals Process**

If a claim for long-term disability is denied, the employee must fully comply with the carrier's Medical Appeal Process prior to filing a grievance, provided that the process is completed within 60 days of its inception, unless that time is extended by mutual agreement of the Hospital and OPSEU.

### **22.02 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.

### **22.03 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.

### **22.04 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

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

### **22.06 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 enrolment 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. The plan shall provide for recall oral examinations to be covered once every nine (9) months. Orthodontics to a lifetime maximum of \$1,500 per employee or covered dependent shall be provided on a 50/50 co-share basis.**

The plan will include payment for crowns, bridgework, and repairs to same on a 50/50 co-insurance to \$1,500 annual maximum.



## **22.07 Extended Health Care**

Effective the first day of April, 2001, 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) with a dispensing fee capped at \$9.00 with mandatory generic drug substitution, unless ordered by a physician. Hearing aids have a maximum of \$500.00 per person and vision care with a maximum of \$225.00 effective April 1, 2008 and \$250.00 effective March 31, 2009 every twenty-four (24) months per insured 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). Drug coverage will be Formulary 3, restricting over-the-counter drugs to those that are life sustaining.

## **22.08 Other Benefits:**

Chiropractic: \$300

Massage: \$300

Physiotherapy: \$300

## **22.09 Change of Carrier**

It is understood that the Hospital may at any time substitute another carrier for any Plan (other than OHIP) provided the benefits are equivalent and are neither reduced nor increased. The Employer shall provide to the Union full specifications of the benefit programs contracted for before implementation of any change. Such substitution will not occur on less than thirty (30) days' notice to the Union.

## **22.10 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 time 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, enrol 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%.

### **Benefits on Sick Leave**

The Hospital will pay the employer portion of the benefit premiums while an employee is on sick leave, including the Employment Insurance period prior to the commencement of long term disability and while the employee is on LTD, to a maximum of 30 months from the date the absence began.

## **22.11 Benefits for Early Retirement**

The Hospital will provide to all employees who retire, on or after January 1, 2003 and who have not yet reached age 65 and who are in receipt of the Hospital's

pension plan benefits, semi-private, extended health care and dental benefits on the same basis as is provided to active employees, as long as the retiree pays the Employer the full amount of the monthly premiums in advance.

## **22.12 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.

## **ARTICLE 23 – VACCINES**

### **23.01 Influenza Vaccine**

The parties agree that influenza vaccinations may be beneficial for patients and employees. Upon a recommendations pertaining to a facility or a specifically designated area(s) thereof from the Medical Officer of Health or in compliance with applicable provincial legislation, the following rules will apply:

- (a) Employees shall, subject to the following, be required to be vaccinated for influenza.
- (b) If the full cost of such medication is not covered by some other source, the Hospital will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during an employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.
- (c) Hospitals recognize that employees have the right to refuse any required vaccination.
- (d) If an employee refuses to take the vaccine required under this provision, she or he may be placed on an unpaid leave of absence during any influenza outbreak in the hospital until such time as the employee is cleared to return to work. If an employee is placed on unpaid leave, she or he can use banked lieu time or vacation credits in order to keep her or his pay whole.
- (e) If an employee refuses to take the vaccine because it is medically contra-indicated, and where a medical certificate is provided to this effect, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be paid. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- (9) If an employee gets sick as a result of the vaccination, and applies for WSIB, the Hospital will not oppose the claim.
- (g) Notwithstanding the above, the Hospital may offer the vaccine on a voluntary basis to employees free of charge.
- (h) This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code.
- (i) An anti-viral prophylaxis may be offered to employees by the Hospital. In the event of an outbreak, an employee's decision to take an anti-viral

prophylaxis instead of the influenza vaccination will be subject to the same provisions listed in this article.

### **23.02 Hepatitis B Vaccine**

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

## **ARTICLE 24 - GENERAL**

- 24.01** Whenever the singular or feminine is used in this Collective Agreement, it shall be understood as if the plural or masculine has been used, where the context requires.
- 24.02** The Hospital agrees to provide the Union with bulletin board space at all sites/locations 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 if the bulletin boards are locked.
- 24.03** The Union will reproduce sufficient copies of the Agreement. Cost of reproduction to be borne on an equal basis by the Union and the Hospital.
- 24.04** 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.
- 24.05** 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 Human Resources Policy.
- 24.06** The Hospital will maintain up to date job descriptions and these will be made available to the union.
- 24.07** The Hospital will pay up to a maximum of twenty dollars \$20.00, upon production of receipt, for cab fare for workers who are required to work after midnight beyond their regularly scheduled time.
- 24.08** Whenever the term "immediate supervisor" is used in this Collective Agreement, it shall be understood to mean the person in authority the employee reports to.
- 24.09** The Hospital will provide office space to the Union.
- 24.10** An employee, who continues to work more than two (2) hours of overtime immediately following her scheduled hours of work, shall be provided with a meal voucher valued at a maximum of seven dollars and fifty cents (\$7.50) or seven dollars and fifty cents (\$7.50) if the Hospital is unable to provide a meal voucher.

## **ARTICLE 25 - CLASSIFICATION AND WAGE RATES**

- 25.01** The occupational classifications covered by this Agreement and the wage rates for each classification is set out in Schedule A.

**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 of Employment form or otherwise. The employee shall co-operate with the Hospital by providing verification of previous experience within three (3) months. The Hospital will credit the employee with one increment on the salary scale for every year 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.

**25.03** Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying classification in the bargaining unit, for one full shift or more, she shall be paid at the lowest step in the band of the higher paying classification which would afford her an increase.

**25.04** 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.

#### **25.06 Retroactivity**

All articles in the Collective Agreement pertaining to money payments by the Hospital to individual employees shall be retroactive and apply to all employees in the bargaining unit as of April 1, 2007. For the purpose of this article, the following shall be paid retroactivity: salaries (based on all hours paid) and overtime. Any new employees hired since April 1, 2007 shall be entitled to a pro rata adjustment to their remuneration from the date of the employment. The Hospital shall be responsible to contact in writing at their last known addresses any employees who have left the employment of the hospital and/or the bargaining unit since April 1, 2007 to advise them of their entitlement to any retroactive adjustment within fifteen (15) days following ratification of the Collective Agreement. Such employees will have a period of thirty (30) days after the mailing of the notice in which to claim such adjustments, and not thereafter.

### **ARTICLE 26 - EXTENDED TOURS**

**26.01** Where the Hospital and the Union agree, other arrangements regarding hours of work may be entered into between the parties on a departmental or work area basis, 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 Scarborough Hospital–**

**And: The Ontario Public Service Employees Union  
(and its Local 581)**

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 ½) 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 19.05 of the Collective Agreement.
- 3.02 For purposes of overtime the hours of work per week shall be averaged over \_\_\_\_ weeks.

**Article 4 – Rest Periods**

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

**Article 5 – Meal Periods**

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

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

(Applicable to Full-Time Employees Only)

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

**Article 7 – Paid Holidays**

(Applicable to Full-Time and Part-Time Employees)

- 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 Articles 20.01 and 20.04.

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 (1½) her regular straight time rate of pay for all hours worked on such holiday. In addition, she will receive holiday pay as computed in Article 7.01 of this agreement, and, at her option, a lieu day off without pay at a mutually agreeable time, within sixty (60) days following the holiday.

**Article 8 – Vacation**

8.01 (Applicable to full-time only)

Vacation entitlement as set out in Article 20.01 will be converted to hours on the basis of the employee’s normal work week.

8.02 (Applicable to part-time only)

As set out in Article 20.02 of the Collective Agreement.

**Article 9 – Local Provisions**

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

**Term**

This Agreement shall be (Specify Term).

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

For the Union

For the Hospital

**ARTICLE 27 - NEW CLASSIFICATIONS**

**27.01** New classifications are to be forwarded to the Job Evaluation Committee within 3 months.

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.

The Union shall exercise this right within seven (7) 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 9 herein within fourteen (14) days of the Hospital’s response. 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 28 - RECLASSIFICATION PROCESS**

The parties agree to undertake the full compensation review to be completed by the expiry date of this contract. The parties will meet within 60 days of ratification to commence the review.

**28.01** 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.

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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 every three (3) months if necessary. The decision of the Committee will be final.
- (f) Where the Committee cannot 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.
- (g) 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.
- (h) 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 1 of this agreement.
- (i) 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 only be amended by agreement of both parties.

- (j) Employees do not, as a result of this Article, waive any other rights granted them in this Collective Agreement.

## **ARTICLE 29 -JOB SHARING**

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

Where the Hospital and the Union agree, job sharing arrangements may be entered into between the parties.. Job sharing is defined as an arrangement whereby two employees share the hours of work of one full-time position.. Subject to the provisions of Article 19, 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 Scarborough Hospital--**

**And: The Ontario Public Service Employees Union**

**(and its Local 581)**

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 \_\_\_\_\_ 2009.

**FOR THE HOSPITAL:**

**FOR THE UNION:**

---

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

## **ARTICLE 30 - MEDICAL TRANSCRIPTIONISTS**

### **MODEL AGREEMENT WITH RESPECT TO MEDICAL TRANSCRIPTIONISTS**

#### **MEMORANDUM OF AGREEMENT**

**Between: The Scarborough Hospital--**

**And: The Ontario Public Service Employees Union**

**(and its Local 581)**

Based on departmental needs, the Hospital will consider requests by medical transcriptionists in Health Records to work at home. Such requests may be approved provided the transcriptionist is well trained, able to function independently and produce quality work without assistance from the manager or other transcriptionists. No transcriptionist will be required to work at home in order to maintain employment. Any changes to the use of at-home transcriptionists will be discussed at Labour Management.

#### **Article 1 - Hours of Work:**

At home' transcriptionists are provided with flexibility in their hours of work; however, the number of scheduled hours must be completed and productivity standards are maintained. Full time staff shall work 5 days, 7.5 hours unless otherwise mutually agreed. Overtime and vacation hours must be approved prior to completing them. Staff scheduled to work weekends and statutory holidays shall receive appropriate premiums for these hours.

In the event that the employee is unable to 'log on' or experience 'dead time' as a result of a computer malfunction or technical difficulty, the 'at home' transcriptionists will transcribe when the system is available.

A work schedule/days of work will be transmitted to each employee six weeks in advance of the start of the schedule.

Scheduled down time: The Hospital will endeavour to provide not less than 24 hours regarding scheduled system down times. Hours of work will be completed prior to and after system downtimes.

#### **Article 2 - Equipment:**

The 'at home' transcriptionists agrees that she shall not use the phone lines or equipment provided for any purpose other than the provision of services to The Scarborough Hospital.

**Article 3 - Work environment:**

The 'at home' transcriptionists shall be responsible for providing her own desk and chair and setting them up ergonomically. If required, a telephone consultation with the Staff Rehab Therapist may be set up to provide advice about proper ergonomics. All expenses related to any future moving of the employee's equipment would be the sole responsibility of the employee.

**Article 4 - Reference Material:**

The 'at home' transcriptionists shall be responsible for supplying their own reference materials.

**Article 5 - Standards of Performance:**

The 'at home' transcriptionists agrees to perform the services to the standards of performance as determined by the Hospital, which may be amended from time to time.

**Article 6 - Confidentiality:**

The 'at home' transcriptionists acknowledges and agrees that in the course of his association with the Scarborough Hospital, she will acquire confidential information which he agrees that he will not disclose to any person or use for any other purposes. The 'at home' transcriptionist agrees to shred all documents or notes relating to patients that they may have at home.

**Article 7 - Communication:**

The 'at home' transcriptionists shall communicate with their immediate supervisor via email or phone. Attendance at staff meetings may be required.

**Article 8 - Termination of "At Home" Agreement:**

The Hospital reserves the right to terminate 'at home' transcription where the efficient operation of the Hospital so requires. In such a case, the affected staff member shall revert to working on-site and all equipment loaned to employee shall be returned to the Hospital. Such termination of 'at home' arrangements shall neither be unreasonable nor arbitrary.

**Article 9 - Termination of Employment:**

Upon termination of employment, the employee hereby agrees to return all equipment loaned to the employee to the Hospital.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2009.

**FOR THE HOSPITAL:**

**FOR THE UNION:**

\_\_\_\_\_

\_\_\_\_\_

**ARTICLE 31 - TERM OF AGREEMENT**

31.01 This agreement shall be effective from April 1st, 2007 and shall continue in effect until March 31st, 2009 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 Collective Agreement or in any year thereafter of its desire to terminate or amend this Collective Agreement.

DATED AT SCARBOROUGH THIS 11<sup>th</sup> DAY OF August, 2009.

FOR THE HOSPITAL:

[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

FOR THE UNION:

[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

**SALARIES – APRIL 1, 2007****Office Clerical Salary Grids****Effective: April 1, 2007 - 3% All Classifications**

Job Title	System Grade / Band	Meditech Full-Time	Job Codes Part-Time	MediHR Job Code	Steps			
					1	2	3	4
Accounts Payable Clerk	L-04 / Band 4	1L06610	2L06610	APC4	17.95	18.50	19.12	19.72
Booking Clerk 4	L04 / Band 4	1L12610	2L12610	BKC4	17.95	18.50	19.12	19.72
Booking Clerk 5	L-05 / Band 5	1L26006	2L26006	BKC5	19.67	20.22	20.86	21.48
Business Office Clerk 4	L-04 / Band 4	1L13810	2L13810	BOC4	17.95	18.50	19.12	19.72
Charge Clerk D.I.	L-05 / Band 5	1L04095	2L04095	CCLK	19.67	20.22	20.86	21.48
Charge Clerk Ortho	L-05 / Band 5	1L04097	2L04097	CCLK	19.67	20.22	20.86	21.48
CIS Assistant	L-04 / Band 4	1L04075	2L04075	CISA	17.95	18.50	19.12	19.72
Clerk 2	L-02 / Band 2	1L16010	2L16010	CLK2	17.64	18.16	18.72	19.29
Clerk 4	L-04 / Band 4	1L16410	2L16010	CLK4	17.95	18.50	19.12	19.72
Clerk 5	L-05 / Band 5	1L16412	2L16412	CLK5	19.67	20.22	20.86	21.48
Communications Operator 4	L-04 / Band 4	1L17210	2L17210	CM04	17.95	18.50	19.12	19.72
Emerg. Unit Clerk 5	L-05 / Band 5	1L22210	2L22210	EUC5	19.67	20.22	20.86	21.48
Health Records Clerk 4	L-04 / Band 4	1L26010	2L26010	HRC4	17.95	18.50	19.12	19.72
Health Records Clerk 5	L-05 / Band 5	1L26008	2L26008	HRC5	19.67	20.22	20.86	21.48
Medical Dicta-Typist 4	L-04 / Band 4	1L30210	2L30210	MDT4	17.95	18.50	19.12	19.72
Medical Dicta Typist 5	L-05 / Band 5	1L30212	2L30212	MDT5	19.67	20.22	20.86	21.48
Medical Secretary	L-04 / Band 4	1L31007	2L31007	MDSEC	17.95	18.50	19.12	19.72
Menu Clerk 4	L-04 / Band 4	1L33010	2L33010	MCLK4	17.95	18.50	19.12	19.72
Payroll Clerk 4	L-04 / Band 4	1L28810	2L38810	PYC4	17.95	18.50	19.12	19.72
Payroll Clerk 5	L-05 / Band 5	1L38610	2L38610	PYC5	19.67	20.22	20.86	21.48
Pre-Admit Clerk 4	L-04 / Band 4	1L41410	2L41410	PADM4	17.95	18.50	19.12	19.72
Pre-Admit Clerk 5	L-05 / Band 5	1L41412	2L41412	PADM5	19.67	20.22	20.86	21.48
Program Scheduling Clerk 5	L-05 / Band 5	1L41414	2:41414	PSC5	19.67	20.22	20.86	21.48
Registration Office Clerk	L-05 / Band 5	1L20210	2L20210	ROC	19.67	20.22	20.86	21.48
Scheduling Staffing Clerk 4	L-04 / Band 4	1L41416	2L41416	SSC4	17.95	18.50	19.12	19.72
Secretary 2	L-02 / Band 2	1L46207	2L46207	SEC2	17.64	18.16	18.72	19.29
Secretary 4	L-04 / Band 4	1L47007	2L47007	SEC4	17.95	18.50	19.12	19.72
Secretary 5	L-05 / Band 5	1L47207	2L47207	SEC5	19.67	20.22	20.86	21.48
Sr. Admitting Clerk	L-04 / Band 4	1L04125	2L04125	SAC	17.95	18.50	19.12	19.72
Unit Clerk 5	L-05 / Band 5	1L54812	2L54812	UC5	19.67	20.22	20.86	21.48

**SALARIES – APRIL 1, 2008****Office Clerical Salary Grids****Effective: April 1, 2008 - 3% All Classifications**

Job Title	System Grade / Band	Meditech Full-Time	Job Codes Part-Time	MediHR Job Code	Steps			
					1	2	3	4
Accounts Payable Clerk	L-04 / Band 4	1L06610	2L06610	APC4	18.49	19.05	19.69	20.32
Booking Clerk 4	L04 / Band 4	1L12610	2L12610	BKC4	18.49	19.05	19.69	20.32
Booking Clerk 5	L-05 / Band 5	1L26006	2L26006	BKC5	20.26	20.83	21.49	22.12
Business Office Clerk 4	L-04 / Band 4	1L13810	2L13810	BOC4	18.49	19.05	19.69	20.32
Charge Clerk D.I.	L-05 / Band 5	1L04095	2L04095	CCLK	20.26	20.83	21.49	22.12
Charge Clerk Ortho	L-05 / Band 5	1L04097	2L04097	CCLK	20.26	20.83	21.49	22.12
CIS Assistant	L-04 / Band 4	1L04075	2L04075	CISA	18.49	19.05	19.69	20.32
Clerk 2	L-02 / Band 2	1L16010	2L16010	CLK2	18.17	18.70	19.28	19.87
Clerk 4	L-04 / Band 4	1L16410	2L16010	CLK4	18.49	19.05	19.69	20.32
Clerk 5	L-05 / Band 5	1L16412	2L16412	CLK5	20.26	20.83	21.49	22.12
Communications Operator 4	L-04 / Band 4	1L17210	2L17210	CM04	18.49	19.05	19.69	20.32
Emerg. Unit Clerk 5	L-05 / Band 5	1L22210	2L22210	EUC5	20.26	20.83	21.49	22.12
Health Records Clerk 4	L-04 / Band 4	1L26010	2L26010	HRC4	18.49	19.05	19.69	20.32
Health Records Clerk 5	L-05 / Band 5	1L26008	2L26008	HRC5	20.26	20.83	21.49	22.12
Medical Dicta-Typist 4	L-04 / Band 4	1L30210	2L30210	MDT4	18.49	19.05	19.69	20.32
Medical Dicta Typist 5	L-05 / Band 5	1L30212	2L30212	MDT5	20.26	20.83	21.49	22.12
Medical Secretary	L-04 / Band 4	1L31007	2L31007	MDSEC	18.49	19.05	19.69	20.32
Menu Clerk 4	L-04 / Band 4	1L33010	2L33010	MCLK4	18.49	19.05	19.69	20.32
Payroll Clerk 4	L-04 / Band 4	1L28810	2L38810	PYC4	18.49	19.05	19.69	20.32
Payroll Clerk 5	L-05 / Band 5	1L38610	2L38610	PYC5	20.26	20.83	21.49	22.12
Pre-Admit Clerk 4	L-04 / Band 4	1L41410	2L41410	PADM4	18.49	19.05	19.69	20.32
Pre-Admit Clerk 5	L-05 / Band 5	1L41412	2L41412	PADM5	20.26	20.83	21.49	22.12
Program Scheduling Clerk 5	L-05 / Band 5	1L41414	2:41414	PSC5	20.26	20.83	21.49	22.12
Registration Office Clerk	L-05 / Band 5	1L20210	2L20210	ROC	20.26	20.83	21.49	22.12
Scheduling Staffing Clerk 4	L-04 / Band 4	1L41416	2L41416	SSC4	18.49	19.05	19.69	20.32
Secretary 2	L-02 / Band 2	1L46207	2L46207	SEC2	18.17	18.70	19.28	19.87
Secretary 4	L-04 / Band 4	1L47007	2L47007	SEC4	18.49	19.05	19.69	20.32
Secretary 5	L-05 / Band 5	1L47207	2L47207	SEC5	20.26	20.83	21.49	22.12
Sr. Admitting Clerk	L-04 / Band 4	1L04125	2L04125	SAC	18.49	19.05	19.69	20.32
Unit Clerk 5	L-05 / Band 5	1L54812	2L54812	UC5	20.26	20.83	21.49	22.12

WORKLOAD COMPLAINT (PROCESS)

1. The parties agree that concerns relating to workload should be addressed in a timely and effective manner.
2. Employees should first raise their concerns with their immediate supervisor.
3. If the employee(s) is not satisfied with the response of the supervisor, she/he may complete a Workload Complaint Form and submit to the Labour Management Committee.
4. The labour Management Committee and/or Health & Safety Committee will review the complaint at the next regularly scheduled meeting.

WORKLOAD COMPLAINT FORM

Employees to complete every section

Date/Time of Occurrence \_\_\_\_\_

Date Form Submitted to Employer \_\_\_\_\_

Site/Location \_\_\_\_\_

Department/Unit \_\_\_\_\_

Type of Work Being Performed \_\_\_\_\_

Number of Staff on Duty \_\_\_\_\_ Usual Number of Staff on Duty \_\_\_\_\_

I/We the undersigned believe that I/was/we were given an assignment that was excessive or inconsistent with quality patient care and/or created an unsafe working environment for the following reasons. (Provide brief description of problem/assignment below):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

To correct this problem, I/we recommended:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name/Title of Immediate Supervisor Notified

\_\_\_\_\_

**Date/Time of Notification:** \_\_\_\_\_

**Response:**

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\_\_\_\_\_  
**Employee Signature**

\_\_\_\_\_  
**Print Name**

**LETTER OF AGREEMENT #1**

between

**THE SCARBOROUGH HOSPITAL**

*(The Hospital)*

and

**O.P.S.E.U. Local 581**

*(The Union)*

**Re: Assignment of Full-Time Work to Part-Time Employees**

Unless otherwise agreed by the Union and the Hospital, work performed by full-time employees will not be assigned to part-time employees for the sole purpose of eliminating full-time positions.

DATED AT SCARBOROUGH THIS 11<sup>th</sup> DAY OF August, 2009.

FOR THE HOSPITAL:

*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*

FOR THE UNION:

*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*



**LETTER OF AGREEMENT #2**

between

**THE SCARBOROUGH HOSPITAL**  
*(The Hospital)*

and

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

**Re: Amalgamation of Services**

It is understood that it may be necessary to amalgamate or modify some services. Where this is the case the employer will notify the Union as far in advance as possible with a view to work jointly to minimize any adverse effects on employees.

DATED AT SCARBOROUGH THIS 17 DAY OF Aug, 2009.

FOR THE HOSPITAL:

*W.D.H.*  
*Diane C. ...*  
*Nancy Caldwell*

FOR THE UNION:

*[Signature]*  
*Carl ...*  
*W. Davis*  
*[Signature]*

**LETTER OF AGREEMENT #3**

between

**THE SCARBOROUGH HOSPITAL**

*(The Hospital)*

and

**O.P.S.E.U. Local 581**

*(The Union)*

**Re: Employees with more than one position**

The parties agree that each employee shall hold only one position.

DATED AT SCARBOROUGH THIS 14<sup>th</sup> DAY OF August, 2009.

FOR THE HOSPITAL:

*[Handwritten signature]*

*Dean*  
*Norma Mills*  
*Darcy Gatchpole*

FOR THE UNION:

*[Handwritten signature]*  
*[Handwritten signature]*  
*[Handwritten signature]*  
*[Handwritten signature]*

**LETTER OF AGREEMENT #4**

between

**THE SCARBOROUGH HOSPITAL**  
*(The Hospital)*

and


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

**Re: OPSEU Trusteed Benefit Plan**


The Hospital agrees that when we are planning to market the health and welfare benefit plans, the OPSEU JOINT TRUSTEED BENEFIT PLAN will be allowed to tender assuming that they meet the Hospitals specifications.

DATED AT SCARBOROUGH THIS 11<sup>th</sup> DAY OF August, 2009.

FOR THE HOSPITAL:

  
\_\_\_\_\_  
\_\_\_\_\_  
*Deane D. ...*  
*Randy Catchpole*  
\_\_\_\_\_

FOR THE UNION:

  
\_\_\_\_\_  
*Al Hall*  
*Francis ...*  
*Mr. Davis*  
\_\_\_\_\_

**LETTER OF AGREEMENT #5**

between

**THE SCARBOROUGH HOSPITAL**  
*(The Hospital)*

and

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

**Re: Review of Positions (New)**

The parties agree that The Scarborough Hospital General and Grace Division had achieved pay equity in accordance with pay equity legislation prior to September 8, 1999.

The parties further agree that positions/classifications in the bargaining unit will be reviewed during the term of this Collective Agreement to place employees appropriately on the salary grid and ensure internal equity for clerical staff at The Scarborough Hospital.

In the event that a position is reclassified to a higher level through this process, the increase shall be retroactive to the ratification of this Collective Agreement.

DATED AT SCARBOROUGH THIS 11th DAY OF August, 2009.

FOR THE HOSPITAL:  
[Signature]  
Diane J. Normand  
Nancy Catchpole

FOR THE UNION:  
[Signature]  
[Signature]  
[Signature]

**LETTER OF AGREEMENT #6**  
**THE SCARBOROUGH HOSPITAL**  
*(The Hospital)*

and

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

**Re: Mobility of Employees between Sites**

The parties agree to the principle of temporary mobility between sites.


- a) The parties recognize that the principle of mobility between sites is designed to permit equitable opportunity for part-time/full-time staff to pick up extra shifts and to permit the Hospital to most efficiently perform required work; e.g. avoid working short staffed, special projects, emergencies.
- b) Employees will normally be scheduled at one site, unless specified otherwise in the job posting. Employees who normally work at only on site may be assigned to another site for purposes of educational needs, orientation, temporary operational requirements or emergency.

Where emergency, temporary operational requirements or vacation coverage is required and not available at the employee's home site, the Employer shall first ask for volunteers from another site. Assignment to another site will not be done in an arbitrary manner.

- c) Mobility between sites is voluntary. Volunteers will be sought only after determining that no employee from the affected site is available.
- d) Travel between sites will be reimbursed at the current corporate rate. Parking at the alternate site will be provided at no cost to the employee. Travel time will be deemed to be work time.
- e) It is understood that this agreement will be a standing agenda item to be dealt with at Labour Management Meetings. The Labour Management Committee will receive monthly reports detailing cross-site activity.

DATED AT SCARBOROUGH THIS 11<sup>th</sup> DAY OF August, 2009.

FOR THE HOSPITAL:



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*Deane D. Normanshills*

---

*Nancy Bradpole*

---

FOR THE UNION:



---

*M. Davis*

---

*M. Davis*

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## **FRAMEWORK FOR HEALTH HUMAN RESOURCES ADJUSTMENT PLANS**

Between

Ontario Hospital Association and

Ontario Association of Community Care Access Centres

And

CUPE, SEIU, CAW, OPSEU and ONA

### **PREAMBLE**

The local parties subject to an integration arising as a result of LHSIA will negotiate a HRAP. The application of this document (and subsequent HRAP's) is contingent upon the Ministry of Health and long-Term Care's and/or the LHIN's assumption of all costs associated with the negotiation and implementation of said HRAP including, but not limited to, one time costs and on-going costs associated with Labour Adjustment Options, Dispute Resolution Process, Salaries, Benefits, Pay Equity Adjustments, and wage harmonization costs.

The Unions and Employer Parties may conduct an internal ratification of this Framework Agreement. It is understood that the undersigned representatives of the Employers and the Unions will recommend this Framework Agreement to their principles.

### **ARTICLE 1 – SCOPE AND PURPOSE**

- 1.01 This Framework sets out principles for local parties to use when dealing with health system integrations that fall within the scope of the Local Health System Integration Act (LHSIA).
- 1.02 Such principles will form the basis of Human Resources Adjustment Plans (HRAP's) that are negotiated by affected local parties in response to Health Services Integration.
- 1.03 The parties agree that the purpose of an HRAP is to limit the adverse impact of any integration on employees in the health system.
- 1.04 The parties to this Agreement agree that the information, benefits, and entitlements granted herein and the subsequent local HRAP's agreed to, will not form any part of submissions made to an interest arbitration board following an unsuccessful negotiation process, unless the parties to the interest arbitration proceeding agree otherwise.

### **ARTICLE 2 – GENERAL**

- 2.01 Except as provided under applicable legislation or with respect to the labour adjustment options listed in Article 7 herein, to the extent that a local HRAP conflicts with the terms of any subsisting collective agreement(s), the terms of the collective agreement(s) shall prevail over the terms of the HRAP (unless the parties to the collective agreement agrees otherwise). Where the labour adjustment options in an HRAP confer a greater right or benefit to employees in a bargaining unit(s), the provisions of the HRAP shall override the specified provisions in the respective collective agreement(s).

- 2.02 The principles set out in this Framework do not and are not intended to replace or override any legislative rights including but not limited to, those set out under the Local Health System Integration Act (LHSIA), the Public Sector Labour Relations Transition Act (PSLRTA) or the Labour Relations Act (LRA), as may apply.
- 2.03 The local parties subject to an integration arising as a result of LHSIA will negotiate a HRAP.
- 2.04 Access to work issues will be determined by the parties to the local HRAP. Nothing in this Framework is intended to prejudice the position of either party with respect to these issues.

### **ARTICLE 3 – DEFINITIONS**

- 3.01 Employer – Wherever this Framework refers to ‘employer’ it is understood that this is a reference to ‘health service provider’ under section 2 of the LHSIA, and to a person or entity that is not a health service provider but is a successor or predecessor employer in an integration pursuant to LHSIA.
- 3.02 ‘Integration’ is defined as integration under the LHSIA.

### **ARTICLE 4 – SENIORITY AND SERVICE**

- 4.01 Seniority will be recognized for all purposes provided for in the respective collective agreements and as set out in the PSLRTA. The following principles will apply:
- (a) All affected employees who transfer will transfer all service and seniority to the successor employer.
- Employees who are working simultaneously at two employers both of whom transfer services or programs to the same successor employer (and the employee is in both of these transferred programs) shall receive the greater amount of seniority and service held at either predecessor employer.
- (b) Where an employee is transferred from a predecessor employer to a successor employer and that employee already holds a position with the successor employer, the employee shall receive the greater amount of seniority and service held at either the predecessor or successor employer.

### **ARTICLE 5 – TRANSFER PAYMENT**

- 5.01 Employees who transfer from a predecessor employer to a successor employer shall be paid the equivalent of four (4) weeks’ pay based on regular salary for each year of service plus a pr-rated amount for any additional partial year of service to a maximum of fifty-two (52) weeks’ pay based on regular salary. The equivalent of four (4) weeks’ pay based on regular salary shall be paid within thirty (30) days of the transfer. The remaining balance shall be paid within thirty (30) days following the completion of an equivalent amount of service with the successor employer. (For example, an employee with ten (10) years of service would receive four (4) weeks pay based on regular salary within thirty (30) days

and the remaining thirty-six (36) weeks pay based on regular salary after completing forty (40) weeks service with the successor employer).

- 5.02 Employees on layoff or in receipt of notice of layoff from the predecessor employer due to the integration may apply for vacancies at the successor employer for a period of twelve (12) months following the date of layoff from their predecessor employer. These applications will be considered before other external application after the normal job posting procedure is completed and there are no successful applicants.

## **ARTICLE 6 – BARGAINING UNIT REPRESENTATION**

6.01 The following shall apply to integration:

- a) If the same union represents all employees affected in both the predecessor and successor employer, then that union will hold bargaining rights for the employees in the successor employer.
- b) If more than one union holds bargaining rights in the affected bargaining units or if the transferring employees of a predecessor employer are represented by a union and the employees in a similar service or program of a successor employer are not, then the provision of the PSLRTA or LRA shall apply.

## **ARTICLE 7 – LABOUR ADJUSTMENT OPTIONS**

7.01 In the event that there are employees affected by the integration who are declared surplus, such surplus employees will be entitled to exercise their applicable rights under the collective agreement. IN any event severance payment shall not be less than two (2) weeks pay at their regular salary per year of service to a maximum of fifty-two (52) weeks.

## **ARTICLE 8 – TERMS OF EMPLOYMENT**

- 8.01 Terms and conditions of employment including wages, insured benefits and pension, vacation entitlement, sick leave and long term disability of employees transferred as a result of an integration shall be through the process set out under PSLRT or the LRA, as applicable. The HRAP shall address transition issues related to disabled employees (short term or long term) of the predecessor employer including those on WSIB Benefits and modified work programs who may be affected by the integration.
- 8.02 No new probationary periods will need to be served by employees transferred as result of an integration

## **ARTICLE 9 – DISPUTES RESOLUTION PROCESS**

- 9.01 Disputes unresolved at the local level between an employer and a union which arise regarding the interpretation or application of a local HRAP that was negotiated in response to a health services integration under this framework will be submitted to arbitration within thirty (30) days of the initial event giving rise to the dispute. The following process will be utilized:
- a) A sole arbitrator will be selected from the following list of arbitrators



(List of names to be agreed by the parties of each HRAP)

- b) Selection will be based on a rotational basis dependent upon the availability of the arbitrator to hear the issue within sixty (60) days of notification and to issue a decision within (30) days of the hearing.
- c) Nothing prevents the particular parties to a dispute from agreeing to a substitute arbitrator for determination of that dispute only.
- d) Where the parties agree, the arbitrator may act as a “mediator-arbitrator”, and accordingly the arbitrator must first engage the parties in mediation efforts before making a final and binding decision, if necessary.
- e) Arbitration will take place within the framework of the Ontario Labour Relations Act. The arbitrator will not have the authority to add to, modify, or delete any part of this Agreement, the locally negotiated HRAP or the applicable collective agreements, subject to the application of Article 2 submission.
- f) The fees and expenses of the arbitrator shall be divided equally among the participating parties to the dispute. Participants for this purpose include any organization with a representative present that makes a submission.
- g) Time limits may be extended by mutual agreement.

#### **ARTICLE 10 – TERM**

- 10.01 This Framework will be effective within thirty days following ratification by the signatories to this Framework and will remain in force and effect **so** long as the commitment set out in the Preamble of this Framework is maintained.
- 10.02 The terms of a local HRAP are subject to ratification by the local parties (predecessor employer(s), successor employer(s) and affected unions) within twenty-one (21) calendar days following signing of the local settlement document. Once ratified by all the local parties, the local HRAP shall remain in force and effect **so** long as the commitment set out in the Preamble of this Framework is maintained consistent with 10.01 above.
- 10.03 For clarity this Framework and local HRAP’s are null and void should the commitment set out in the Preamble to the Framework fail to be maintained.

