

**COMBINED  
FULL-TIME  
AND  
PART-TIME  
COLLECTIVE AGREEMENT**

**BETWEEN:**

**NORTH BAY GENERAL HOSPITAL**

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

**- and -**

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION  
AND ITS LOCAL 662**

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

**EXPIRY: March 31, 2002**

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## ARTICLE 1 – PURPOSE

(The following clause will **appear** in all collective agreements replacing any provision related to Purpose that **existed** in the **Hospital's** expiring collective agreement:)

The general purpose of **this Agreement is to** establish and maintain collective bargaining relations between **the Hospital and the employees** covered by this Agreement; to provide for on-going means of communication between the Union and the Hospital and the prompt disposition of grievances **and** the final *settlement of* disputes and to **establish** and maintain mutually satisfactory salaries, hours of work and other conditions of employment in accordance **with the** provisions of **this Agreement**. It is recognized that employees wish to work together with the Hospital to secure the best possible care and health protection for patients.

## ARTICLE 2 – DEFINITIONS

(The following **clause will appear** in all collective agreements replacing any provision related to Gender that **existed** in the **Hospital's** expiring collective agreement:)

- 2.01 Whenever the feminine pronoun **is used** in this Agreement, it includes the masculine pronoun and vice versa where the context so requires. Where the singular is used, it may also be deemed to mean plural and vice versa.
- 2.02 A part-time employee **shall** be considered as one who **is** regularly scheduled for not more than twenty four (24) hours weekly. Part-time employees may work more than **twenty-four** hours per week **on** a temporary **basis** to cover absence **due to illness**, vacation, leaves of absence and **still** retain part-time status. Assignments relating to this type of absence shall be for periods not exceeding **six** (6) months. Where it is known that such assignments will exceed a continuous period of **six** months, the posting provisions of Article 13 will apply.

## ARTICLE 3 – NO DISCRIMINATION OR HARASSMENT

(The following provisions will appear in all collective agreements replacing any provisions related to No Discrimination or Harassment that existed in the Hospital's expiring collective agreement:)

- 3.01 The Hospital and the Union agree **that** there will be no discrimination, interference, intimidation, restriction or coercion exercised or practised by any of their representatives with respect to any employee because of his membership or non-membership in the Union or activity or **lack** of activity **on** behalf of the Union or **by** reason of exercising **his** rights under the Collective Agreement.
- 3.02 It is agreed *that* there will **be** no discrimination by either party or by any of the employees covered by this Agreement on the **basis** of race, creed, colour,

national origin, **sex**, marital status, **age**, religious affiliation, **sexual** orientation or any other factor which **is not** pertinent to the employment relationship.

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

#### ARTICLE 4 – NO STRIKE/NO LOCKOUT

(The following clause will appear in all collective agreements replacing any provision related to No Strike/No Lockout that existed in the **Hospital's** expiring collective agreement.)

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

#### ARTICLE 5 – UNION SECURITY (Dues Deduction)

(The following clause will appear in all collective agreements replacing any provision related to dues deduction that **existed** in the Hospital's expiring collective agreement.)

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

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

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

(Any other provision(s) related to union security that existed in the Hospital's expiring Collective Agreement will be continued in the Local Provisions Appendix.)

## ARTICLE 6 – REPRESENTATION AND COMMITTEES

(The following clauses **will** appear in all collective agreements replacing any provisions related to Representation and Committees (including Professional Responsibility) that existed in the **Hospital's** expiring collective agreement:)

### 6.0 **I**      Union Stewards

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

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

The number of stewards, the areas which they represent, are to **be** determined locally and will be set out in the Local Provisions Appendix.

### 6.02      Grievance Committee

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

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

### 6.03      Labour-Management Committee

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

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

(b) Part Time Utilization Information

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

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

(c) Professional Responsibility

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

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

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

6.04 (a) Negotiating Committee

The Hospital agrees to recognize a negotiating committee comprised of members to **be** elected or appointed from the bargaining unit. Where the Hospital participates in central bargaining, the purpose of the



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

The number ~~of~~ members on **the** negotiating committee shall be determined locally and will be **set** out in the Local **Provisions** Appendix.

b) Pay for Central Negotiating Committee

Union Negotiating Committee members up to a maximum of seven (7) shall be paid for time lost from their normal straight time working hours at their regular rate of pay and without loss of leave credits for attending central negotiating meetings with the Hospital Central Negotiating Committee in direct negotiations up to and including conciliation. If the parties are unable to arrive at a negotiated collective agreement through either direct negotiations or conciliation, the Hospital agrees that members of the Union Negotiating Committee shall receive unpaid leave for purpose of attending arbitration hearings.

6.05 List of Union Representatives

The Union agrees to provide and maintain an up-to-date list of all Union Representatives (including Union Stewards, Union Executive, Grievance Committee, Labour/Management Committee **and** Negotiating Committee) to the Director of Human Resources or designate.

6.06 New Employee Interview

All new employees will **have** the opportunity to meet with a representative of the Union **in** the employ of the Hospital for a period of **up to 15 minutes** during the employee's probationary period, without **loss** of regular earnings. The purpose of such meeting will be to acquaint the employee(s) with such representative of the Union and the collective agreement. These interviews will be scheduled in advance and may be arranged collectively or individually by the Hospital.

ARTICLE 7 – ACCIDENT PREVENTION – HEALTH & SAFETY COMMITTEE

(The following clauses will appear in all collective agreements replacing any provisions related to Accident Prevention – Health and Safety Committee and to Hepatle provision of vaccines to Hepatitis B surface Antigen that existed in the Hospital's expiring collective agreement:)

- 7.01 The Hospital and the Union agree that they mutually **desire** to maintain **standards** of safety and health in **the Hospital** in order to prevent accidents, injury and **illness**.
- 7.02 Recognizing its responsibilities **under** the applicable legislation, the Hospital agrees to accept **as** a member of **its** Accident Prevention – Health and Safety Committee, at least one (1) representative selected or appointed **by** the Union from amongst bargaining unit employees.
- NOTE: Where there are multiple sites, the Local Parties are **referred** to Article 27 (Multi-site Language) to determine Local Applicability of Health & Safety Committee structure.
- 7.03 Such Committee shall identify potential **dangers** and **hazards**, institute means of improving health **and safety** programmes and recommend actions to be taken to improve conditions related to safety and health.
- 7.04 The Hospital **agrees** to co-operate reasonably in providing necessary information to enable **the** Committee to fulfil its functions.
- 7.05 Meetings shall be held every second month or more frequently at the call of the chair, if required. The Committee shall maintain minutes *of* all meetings **and** make the same available for review.
- 7.06 **Any** representative appointed or selected in accordance with 7.02 hereof, shall **serve** for a term *of* at least one (1) calendar year from the date of appointment. Time off for **such** representative(s) to attend meetings of **the** Accident Prevention – Health and Safety Committee in accordance with the foregoing, shall **be granted**.

A member of a committee is entitled to:

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

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

- 7.07 The Hospital **will ensure** that there **is** one (1) OPSEU member certified, as

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

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

7.09 Hepatitis B Vaccine

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

ARTICLE 8 – GRIEVANCE & ARBITRATION PROCEDURE

(The following clauses will appear in all collective agreements replacing any provisions related to Grievance Procedure that existed in the Hospital's expiring collective agreement☺)

8.01 Employees shall have the right, upon request, to the presence of a Union Steward at any stage of the grievance procedure, including the complaint stage, or at any time when formal discipline **is** imposed. The Hospital agrees that it will not discipline an employee without just cause. Where the Hospital deems it necessary to suspend or discharge an employee, the Hospital **shall** notify the Union, in writing, of such suspension or discharge.

8.02 For the purpose of this Agreement, a grievance is defined as a difference arising between a member of the bargaining unit and the Hospital relating to the interpretation, application, administration or alleged violation of the Agreement.

8.03 (1) It is the mutual desire of the parties hereto that complaints shall be adjusted **as quickly as possible**, and it is understood that an employee has no grievance until he has first given his immediate supervisor the opportunity of adjusting **his** complaint. Such complaint shall be discussed with **his** immediate **supervisor** within seven (7) calendar days from the event giving rise to the grievance, or from when the employee **should** have reasonably become aware of the event giving rise to the grievance. Failing settlement within seven (7) calendar **days**, it shall then be **taken up as** a grievance within the seven (7) calendar days following his immediate supervisor's decision in the following manner and sequence:

(2) The employee must submit the grievance through the Local Union, signed by **the grievor** and the **Local** Union President, or designate, to the Chief Executive Officer (CEO) of the Hospital, or designate. The employee may **be** accompanied, **if he so desires**, by his union steward.

The grievance shall identify the nature of the grievance, the remedy sought, **and** should specify the provisions of the Agreement which are alleged to have been violated.

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

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

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

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

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

- (9) If the grievance is filed by the Hospital, the Union will provide a response by the end of the thirtieth (30<sup>th</sup>) day following the date the grievance was filed. The Hospital will have fourteen (14) calendar days from the date of the Union's response to determine if it will accept the Union's response or will refer the matter to arbitration.

#### 8.04 Policy Grievance

A grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at the level of the CEO within fourteen (14) calendar days following the circumstances giving rise to the grievance.

It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which he could have instituted himself and the regular grievance procedure shall not be thereby bypassed. Where the grievance is a Hospital grievance it shall be filed with the Local Union President or designate.

#### 8.05 Group Grievance

Where a number of employees have identical grievances and each one would be entitled to grieve separately, they may present a group grievance in writing through the Local Union, signed by each employee who is grieving and the Local Union President, or designate, to the CEO, or his designate, within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred. The grievance shall then be treated in the manner as set out for an individual grievance.

#### 8.06 Discharge Grievance

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

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

- (a) reinstating the employee with or without loss of seniority and with or without full compensation for the time lost, or
- (b) any other arrangement which may be deemed just and equitable.

- 8.07 Failing settlement **under the** foregoing procedure, any grievance, including a question **as** to whether the grievance is arbitrable, may be submitted to arbitration **as** herein **provided**. If no written request for arbitration is received within fourteen (14) calendar **days** after the decision **under** the foregoing procedure **is** given, the grievance **shall** be **deemed to have** been abandoned.
- 8.08 All agreements reached under the grievance procedure between the representatives **of** the Hospital, the representatives of the Union and the grievor(s) will be final and binding upon the parties.
- 8.09 When either **party** requests that any matter be submitted to arbitration **as** provided in this **Article**, it **shall** make **such request** in writing **addressed** to the other party to this Agreement, and **at the same** time appoint a nominee. Within seven (7) calendar days thereafter, the other party shall appoint **its** nominee, provided however, that if such party fails **to appoint** its nominee **as** herein required, the Minister of **Labour** for the Province of Ontario shall have the power to make **such** appointment upon application thereto by the party invoking the arbitration procedure. **The** two nominees shall attempt to agree upon **a** Chair of the Arbitration Board. If they are unable to agree upon such a Chair within a period of fourteen (14) calendar **days**, they shall then request the Minister of Labour for the Province of Ontario to appoint a Chair.
- 8.10 No person may be appointed as an arbitrator who **has been** involved in an attempt to negotiate **or** settle the grievance, except as herein provided.
- 8.11 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.
- 8.12 The Arbitration Board shall not be authorized to make any decision inconsistent with the **provisions** of **this** Agreement, or to alter, modify, add to or amend any part of **this** Agreement.
- 8.13 The proceedings of the Arbitration Board will be expedited by the parties. The decision of the majority, and where there is no majority, the decision of the Chair, will be final **and** binding upon the parties hereto and the employee(s).
- 8.14 Each of the parties **will** bear the expense of its nominee, and the parties will share equally the **fees** and expenses of the Chair of the Arbitration Board.
- 8.15 The time limits **set** out in this Article are mandatory and failure to comply strictly with such time limits, except **by** the written agreement of the parties, shall **result** in **the** grievance being deemed to have been abandoned.
- 8.16 The parties to this agreement wish to encourage the settlement of grievances as soon **as** is possible and, wherever possible, without resort to arbitration. For these reasons:

- 1) The **parties** are encouraged to **take** advantage of the process for mediation/arbitration as provided for in S. 50 of the Labour Relations Act, 1995 (R.S.O. 1995 as amended) (the “Act”).
- 2) When the **parties** do not elect to use S. 50 of the Act in the period immediately following the referral of a matter to arbitration, the **parties** will commence a period of review. During **this** time they will each seek informed opinion with respect to the matter in dispute and consider whether the issues involved **are** such that the assistance of a mediator, or **some** form of early intervention, may **be** helpful. It is expected that this will occur within the **first sixty** (60) calendar days following referral of the matter to arbitration, avoiding the delay and **costs** that **result** from this process occurring immediately prior to an established hearing date.

- 8.17 Where Arbitration Board is referred to in the Agreement, the **parties** may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration **and** the other provisions referring to Arbitration Board shall appropriately **apply**.
- 8.18 Notwithstanding the time limits as set out herein, in the interest of bringing the matter to an expeditious conclusion, where the decision or response is provided in **less** than the number of days provided above, any subsequent response will measure from the receipt of the response.

#### ARTICLE 9 – LETTERS OF REPRIMAND AND ACCESS TO FILES

(The following clauses will appear in all collective agreements replacing any provisions related to Letters of Reprimand **and Access** to Files that existed in the Hospital’s expiring collective agreement:)

- 9.01 Any letter of reprimand or suspension will **be** removed from the record of an employee eighteen (18) months following the receipt by the employee of such letter or suspension provided that **the** employee’s record has been discipline free for such eighteen (18) month period.
- 9.02 Each employee shall have reasonable **access** to his file for the purposes of reviewing **any** evaluations, letters of counselling or formal disciplinary notations contained therein. Such review shall take place in the presence of the employer. **A** copy of the above documents will be provided to the employee on request. **An** employee **is** entitled to place a written response to letters of counselling in **his** file.

#### ARTICLE 10 – SENIORITY AND SERVICE

(The following clauses will appear in all collective agreements replacing any provisions related to Probationary Period, Seniority Lists, Manner of Expressing Part-time Seniority, Full-Time definition of Seniority, Transfer of Seniority, Effect of **Absence**, Application of

Seniority on Layoff and Recall, Layoff and Recall Rights for Part-time and Full-time Employees, Retention and Accumulation of Seniority on Transfer Outside the Bargaining Unit, and Loss of Seniority and Service, and Deemed Termination that existed in the Hospital's expiring collective agreement:)

10.01 Probationary Period

**Newly** hired **employees shall be considered to be** on probation for a period of sixty (60) tours worked from date of **last hire (450 hours of work** for employees whose regular hours of work are other than the standard work day). **If** retained after the probationary period, the employee **shall be credited** with seniority from **date** of last hire. With the written consent **of** the Hospital, the probationary employee and the President of the Local Union or his **designate**, such probationary period may be extended.

It **is** understood and agreed that any extension to the probationary period **will** not exceed an additional sixty (60) **tours (450 hours of work** for employees whose regular hours of **work** are other than the standard work **day) worked** or such **lesser** period as may be agreed by the parties. The release of a probationary employee **shall** not be the subject of a grievance or arbitration.

10.02 Seniority List

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

(Article 10.03 (a) is applicable to part-time employees only)

10.03 Seniority Accumulation

- (a) i) Part-time employees shall have their seniority expressed on the **basis** of number of hours worked in the bargaining unit. (The foregoing **is** for clarity only **and therefore** does not modify an employee's level of seniority under this collective agreement or previous collective agreements.)
- ii) Notwithstanding Article 10.03 (a) (i) seniority shall accrue during a pregnancy leave or parental leave. For the **purposes** of pregnancy leave and parental leave, seniority accrual shall be determined by multiplying the normal **weekly** hours times the number of **weeks** the employee is absent due to a pregnancy leave **up to a maximum of 17 weeks and/or** the number of weeks the employee is **absent** due to a parental leave up to a maximum of **18 weeks**, whichever **is** applicable.

(Article 10.03 (b) is applicable to full-time employees only)

- (b) Full-time employees will accumulate seniority **on** the **basis** of their



continuous service in the bargaining unit from the last date of hire, except **as** otherwise provided in the collective agreement or previous collective agreements. (The foregoing **is for** clarity **only** and therefore does not modify an employee's level of seniority under this collective agreement or previous collective agreements.)

- (c) In the application of seniority, no employee's seniority date may pre-date their start **date**.

(The following clause will **appear** in collective agreements when both full-time and part-time employees are represented by O.P.S.E.U. replacing any provision related to Transfer of Seniority that existed in the Hospital's expiring collective agreement:)

10.04 Transfer of Seniority

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

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

NOTE: Article 10.05 applies to full-time employees only.

10.05 Effect of Absence

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

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

In addition, the employee will become responsible for full payment of subsidized employee benefits in **which** he is

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

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

- ii) Notwithstanding Article 10.05 (a) (I), service and seniority will accrue *for* a maximum period of seventeen (17) **weeks** if an employee's absence is due to a pregnancy leave, and for a maximum period **of** eighteen (18) **weeks** *if an* employee's absence **is due** to a parental leave. In addition, the Hospital will continue to pay its share of the premiums of the subsidized employee benefits in which the employee **is** participating for up to seventeen (17) weeks from the commencement of the leave while the employee is on pregnancy leave, and for up to eighteen (18) **weeks** from the commencement of the leave while the employee is on parental leave, unless the employee does not intend to pay her contributions.

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

#### 10.06 Application of Seniority on Layoff and Recall

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

#### 10.07 Layoff and Recall Rights

Seniority ~~lists~~ and layoff and recall rights for full-time employees shall be separate from seniority lists and layoff and recall rights for part-time employees, subject to Article 11.04 (1) (d), (e) and (g).

#### 10.08 Retention & Accumulation of Seniority on Transfer Outside Bargaining Unit

An employee who is transferred to a position outside the bargaining unit for:

- a) period of less than eighteen (18) months or such longer period as the parties may agree upon or;

- (b) a specific term of appointment, including temporarily replacing an employee outside the bargaining unit

**shall retain but not accumulate seniority held at the time of transfer. In the event the employee is returned to a position in the bargaining unit within the time periods noted in (a) or (b) above he shall be credited with the seniority held at the time of transfer and shall resume accumulation from the date of his return to the bargaining unit.**

10.09 **Loss of Service and Seniority**

An employee shall lose all service and seniority and shall be deemed to have terminated if he:

- (a) leaves of his **own** accord;
- (b) **is** discharged and the discharge is not reversed through the grievance or arbitration procedure;
- (c) has been laid off without recall pursuant to Article 11.07 for twenty-four (24) months.
- (d) **is** absent from scheduled work for a period of three (3) or more consecutive working days, without notifying the Hospital of **such** absence and providing a reason satisfactory to the Hospital;
- (e) fails to return to work (subject to the provisions of (d)) upon termination of an authorized leave of absence without satisfactory reason or utilizes a leave of absence, without permission, for **purposes** other than that for which the leave **was** granted;
- (f) fails upon being notified of a recall to signify his intention to return within five (5) calendar **days** after he has received the notice of recall mailed by registered mail to the last **known** address according to the records of the Hospital **and** fails to report to work within ten (10) calendar days after **he has** received the notice of recall or such further period of time as **may** be agreed upon by the parties;
- (g) **is** absent **due** to illness or disability for a period of thirty (30) months, unless he has **less** than six (6) months' service **at** the time the illness or disability commenced **and is** not eligible **for** long-term disability benefits. If the employee **has less** than **six** months' service at the time the illness or disability commenced **and is** not eligible for long-term disability benefits, this provision will apply after an absence equal to **his** length of service at the time the absence commenced.

(NOTE: **Any** other provision(s) related to seniority that existed in the expiring Collective

Agreement will be continued and numbered in sequence **as** provisions of this Article.)

## ARTICLE 11 – LAYOFF AND RECALL

(Subject to implementation instructions, the following **clauses will** appear in all collective agreements replacing any provisions related to Layoff and Recall that existed in the Hospital's expiring collective agreement:)

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

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

- {a) provide the Union with no **less** than 5 months notice.
- {b) commencing at the time that notice **is** given to the Union, and prior to *the* giving of written notice to the employees if **possible**, jointly evaluate, plan and review:
  - the reason causing the layoff
  - the service the Hospital will undertake after the layoff
  - how the Hospital intends *to* effect the lay-off, including areas where layoffs will occur, and which employees will **be** laid off
  - **ways** the Hospital can assist employees to find alternate employment.
  - ways and means of avoiding or minimizing the impact, including:
    - < identifying and reviewing possible alternatives to any action that the Hospital may propose taking;
    - < identifying and reviewing **ways** to **address** on-the-job retraining needs of employees;
    - < identifying vacant positions within the **Hospital** *for* which **surplus** members of the bargaining unit might qualify, or **such** positions which are currently filled but which are expected to become vacant within a twelve (12) month period.

< Identifying Contracting in opportunities

< Mapping bumping options for affected employees, to the extent **possible**.

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

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

11.03 In the event of layoff, the Hospital **shall** lay off employees in the reverse order of their seniority within their classification, providing that those employees who remain on the job have the qualifications and ability to perform the work. Employees shall be entitled to 3 months written notice of permanent or long term layoff. To **assist** the employee in this process, layoff notices will contain, where **possible**, specific information on bumping options. It is agreed and understood that Regulation 327, Section 7, of the Employment Standards Act applies. It is further agreed **that** notice to both the Union and the employees may run concurrently.

After receipt of such written notice, **affected** employees **will** have a period of up to seven (7) calendar **days** to indicate to the Hospital their choice of options as outlined below. The Hospital agrees to meet with the affected employee(s) within **seven** (7) calendar days after it **has** received written notification of the employee's choice of entitlement, in order to verify his/her choice or to **discuss** alternatives.

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

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

(a) accept the layoff and **be** placed on a recall list for twenty-four (24) months from the date the actual layoff begins; or

accept the layoff, and thereafter, at the Employers option, receive pay in-lieu of notice and not be required to report for work during the notice period. It **is** agreed and understood that during the period of notice the employee's wages **and** benefits will be maintained **as** if he/she were at work, and that his/her layoff **will be** deemed to have commenced at **the** end of the notice **period**.

- (c) the employee may displace an employee who has lesser bargaining unit seniority **and who** is the **least** senior employee within his or her classification, identical paying classification, or lower paying classification in his or her discipline or department, if the employee originally subject to layoff can **perform** the **duties** of the **least** senior employee within his or her classification, identical paying classification, or **lower** paying classification in **his** or her discipline **or** department without training other than orientation.

(Article 11.04 (d) and (e) will **only** appear in those collective agreements where a combined full-time and part-time OPSEU paramedical bargaining unit exist:)

- (d) If the full-time employee cannot displace a full-time employee in (c), the employee may displace a part-time employee who **has lesser** bargaining unit seniority and who **is** the **least** senior employee in her classification, identical paying classification, or lower paying classification in her discipline or department, if the employee originally **subject** to layoff can perform the duties of the **least** senior employee in her classification, identical paying classification, or lower paying classification in her discipline **or** department without training other than orientation.
- (e) If the part-time employee cannot displace a part-time employee in (d), the employee may displace a full-time employee who **has** lesser bargaining unit seniority and who **is** the least senior employee in her classification, identical paying classification, or lower paying classification in her discipline or department, if the employee originally subject to layoff can perform the duties of the least senior employee in her classification, identical paying classification, or lower paying classification in her discipline or department without training other than orientation.
- (f) If the employee cannot displace an employee in his or her discipline or department, the employee may displace an employee who has lesser bargaining unit seniority **and who** **is** the least senior employee in a lower or identical paying classification in another department, if the employee originally subject to layoff can perform the duties of the least senior employee in a lower or identical paying classification in another department without training other than orientation.

(Article 11.04 (g) will only appear in those collective agreements where a combined full-time and part-time OPSEU paramedical bargaining unit exist:)

- (g) i) If the full-time employee cannot **displace** a full-time employee in (f), the employee may displace a part-time employee who has

**lesser** bargaining unit **seniority** and who **is** the least senior employee in another department, if the employee originally subject to layoff can perform the duties of the least senior employee in another department without training other than orientation.

- ii) If the part-time employee cannot displace a part-time employee in **(9)**, the employee may displace a full-time employee who has lesser bargaining unit seniority and who **is** the least senior employee in another department, if the employee originally subject to layoff can perform the duties of the least senior employee in another department without training other than orientation.

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

- (a) accept the layoff and be placed on a recall list **for** twenty-four (24) months. During **this** period of layoff the employee may elect to receive payment of some or **all** of his/her earned vacation credits **up** to a maximum of the period of the layoff. It is understood that his/her vacation bank and entitlement will be appropriately reduced for that vacation year; or
- (b) displace an employee within his **or** her classification who has lesser bargaining unit seniority and **who is the** least senior employee within his or her classification, if the employee originally subject to layoff can perform the duties of the **least** senior in **his or** her classification in his or her discipline without training or orientation.
- (c) If *the* employee cannot displace an employee in (b), the employee may displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in his or her discipline, if the employee originally subject to layoff can perform **the** duties of the **least** senior employee in a lower or identical paying classification in his or her discipline without training or orientation.

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

11.06 An employee who displaces an employee in a lower paying classification will **be placed** on the salary grid of the lower classification consistent with the level he would have achieved in the lower classification based **on** his service and experience with *the* Hospital.

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

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

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

(Article 11.08 (b) will only appear in those collective agreements where a combined full-time and part-time OPSEU paramedical bargaining unit exist:)

- (b) i) In addition to 11.08(a) a full-time employee *who* has displaced a part-time employee shall be entitled to return to the position he **held** prior to the layoff **should it** become vacant within twenty-four **(24)** months of the layoff, provided that the employee remains qualified and **able** to perform the duties of his former position.
- ii) In addition to 11.08(a) a part-time employee who has displaced a full-time employee shall be entitled to return to the position *he* held prior to the layoff should it become vacant within twenty-four (24) months of the layoff, provided that the employee remains qualified and able to perform the duties of his former position.

11.09 The Hospital shall notify the employee of recall opportunity **by** registered mail, addressed to the last **address** on record with the Hospital (which notification shall be deemed to be received on the fifth **day** following the date of mailing). The notification **shall** state the job to which the employee **is** eligible *to be* recalled and the **date** and time at which **the** employee **shall** report for work. **The** employee *is* solely responsible *for* his proper address being **on** record with the **Hospital**.

11.10 Where there **is** an available opening which has not **been** filled in accordance with **Article** 11.07, an employee who has either **accepted** a layoff or **is** under notice of layoff and is unable to displace any other employee **will** be given an



opportunity for on-the-job retraining of up to 6 months, subject to the staffing requirements of the hospital, if, with the benefit of such retraining, the employee could reasonably be expected to obtain the qualifications and ability to perform the work. Such opportunities will be provided in order of seniority. During the period of on-the-job retraining the recall period will continue to apply from the original date of layoff. If, following the period of on-the-job retraining the employee has not obtained the qualifications and ability to perform the work, the employee will be returned to the recall list or will be terminated in accordance with Article 10.09 (c).

{Article 11.11 will only appear in those collective agreements where both full-time and part-time employees are represented by OPSEU}

- 11.11 In the event that an employee who has been laid off and is placed on a recall list is assigned, by the Hospital, ad hoc shifts or to a temporary vacancy, she will retain, but not accumulate his or her seniority and service held at the time of layoff. Employees in such assignments will be treated as part-time. Where an employee is recalled pursuant to Article 11.07, she will receive credit for service and seniority for shifts worked under this provision. Any assignments under this provision will be offered on a voluntary basis.
- 11.12 (a) Local Human Resource Plans will apply to Health Services Restructuring Commission directives. In other circumstances, the balance of this Article will apply.
- (b) Before issuing notice of long term layoff pursuant to Article 11.03, and following notice pursuant to Article 11.01 (a), the Hospital will make offers of early retirement allowance in accordance with the following conditions:
- i) The Hospital will first make offers in order of seniority in the departments(s) and in classifications where layoffs would otherwise occur. The Hospital will offer the same number of early retirements as the number of lay-offs it would otherwise make.
  - ii) The Hospital will make offers to employees eligible for early retirement under the Hospital pension plan (including regular part-time, if applicable, whether or not they participate in the hospital pension plan).
  - iii) If no employees on the unit affected accept the offer, the Hospital will then extend the offer to other employees in the same classification as that being affected in the bargaining unit in order of seniority.
  - iv) The number of early retirements the Hospital approves will not exceed the number of employees in that classification who would otherwise be laid off.

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

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

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

## ARTICLE 12 – TECHNOLOGICAL CHANGE

(The following clause **wilt** appear in all collective agreements replacing any provision related to Technological Change that **existed** in the Hospital's expiring collective agreement:)

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

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

The Hospital **agrees** to discuss with the Union the effect *of* such technological changes on the employment **status** of employees and to consider practical

ways and means of minimizing the adverse effect, if any, upon employees concerned.

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

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

### ARTICLE 13 – JOB POSTING, PROMOTION AND TRANSFER

(The following clause will appear in all collective agreements replacing **any** provision related to Job Posting, Promotion and Transfer that existed in the Hospital's expiring collective agreement:)

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

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

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

In filling such temporary vacancies, the Hospital shall consider employees who have expressed an interest, in writing, in filling such vacancies, **on** the basis of the selection criteria as set out in Article 13.06.

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

position. Such employees shall continue to accrue seniority while filling a temporary vacancy.

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

- 13.02 Notices of vacancies referred to in 13.01 shall include, for informational **purposes:** department, classification, qualifications.
- 13.03 A **copy** of the **posted** notice will be sent to the local President or his designate, within the aforementioned seven (7) calendar days.
- 13.04 The name of the successful applicant **will** be posted and a copy sent to the local President or his designate.
- 13.05 The Hospital agrees to **discuss** with unsuccessful applicants ways in which they can improve for future postings, **if** requested.
- 13.06 In filling posted vacancies the selection shall be made based on skill, ability, experience, and relevant qualifications of the applicants. Where these factors are relatively equal, bargaining unit seniority **shall** be the governing factor.
- 13.07 In matters of promotion and staff transfer, a successful bargaining unit applicant shall be allowed a trial period of up to sixty (60) **days** (450 hours for employees whose regular **hours** of work are other than the standard work day) worked during which **the** Hospital will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned **by** the Hospital, to the position formerly occupied, without **loss** of seniority. Should the employee return or be returned to his former job, the filling of subsequent vacancies will **be** reversed.
- 13.08 **An** employee who is promoted to a higher rated classification within *the* bargaining unit will be placed in the range of the higher rated classification **so** that he shall receive no **less** an increase in **wage** rate than the equivalent of one **step** in the wage rate of his previous classification (provided that he does not exceed the **wage** rate of the classification to which he has been promoted).
- The employee's anniversary date shall **be** adjusted
- 13.09 **An** employee selected as a result of a posted vacancy need not be considered for a further vacancy for a period of up to **six** (6) months from his date of selection.

13.10 Where there are no **successful** applicants from within the bargaining unit for posted vacant positions, **employees** in other OPSEU Paramedical bargaining units at the Hospital will be considered for **such** staff transfers or promotions prior to considering persons outside OPSEU Paramedical bargaining units at **the** Hospital. The **employees** eligible for consideration **shall** be limited to those **employees** who have **applied** for the **position** in accordance with Article 13, **and** selection **shall** be made in accordance with Article 13.06. All provisions of Article 13 will apply to employees selected in accordance with this provision.

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

When this occurs, the Hospital shall post this opportunity in the form of an information notice in the relevant department(s) for a period of at least seven (7) calendar **days**. A copy of the posted notice will be sent to the Local President or designate within the aforementioned seven (7) calendar days. Employees **wishing** consideration for these opportunities must express their interest, in writing, within the **7 day** period referenced herein.

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

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

#### ARTICLE 14 – LEAVES OF ABSENCE

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

(Subject to implementation instructions, the following clauses will appear in all collective agreements replacing any provision related to Personal Leave, Union Business Leave, Bereavement Leave, Jury and Witness Duty, Pregnancy Leave, Parental Leave, Education Leave and Pre-Paid Leave that existed in the Hospital's expiring collective agreement☺)

##### 14.01 Personal Leave

Written requests for a personal leave of absence without pay will **be** considered on an individual basis by the employee's Department Head or his designate. Such requests are to be **submitted** as far in advance as possible and a written reply **will** be given. Such leave shall not be unreasonably withheld.

14.02

Union Business Leave

(a) Local Union Business Leave

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

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

(b) Union Position Leave – F.T.

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

(c) Where an individual of the bargaining **units** represented centrally by OPSEU is elected or appointed **as** an Executive **Board** Member, Executive Officer, member of the central negotiating committee, member of Medical Division Executive or as a Membership Development Trainee, **such** individual shall be granted leave of absence for the time off required **to** exercise the duties of such appointment. The notice requirements to obtain such time *off* shall be governed in accordance with the leave of absence policy and procedure of the affected Hospital. Such positions shall be limited to two (2) members from a Hospital with no more than **one** individual from within a section/division within a Department.

(d) For leaves of absence without pay for Union business under the terms of this Agreement, including unpaid leave for members of the Central Negotiating Team, the employee's **salary** and applicable benefits will **be** maintained by the Hospital and the Union **will reimburse** the Hospital for **the cost** of salary and benefits. The Hospital will bill the Union and the Union will reimburse the Hospital within a reasonable period of time. In addition, there shall be no **loss** of seniority during such leaves of absence.

14.03

Bereavement Leave

Any employee who notifies the Hospital **as soon as** possible following a

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

Immediate family, for the purposes of this section, shall mean **spouse**, child, parent, sister, brother, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-law and grandparent of **spouse**. "**Spouse**" for the **purposes** of bereavement leave will include a partner **of** the same **sex**.

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

14.04

#### Jury and Witness Duty

If an employee is requested to serve **as** a juror in any court of law or is required **by** subpoena to attend **as** a witness in a court proceeding in which the Crown is a party, or is required to attend a coroner's **inquest** in connection with a case concerning the Hospital, the employee shall not lose regular pay because of necessary absence from work due to such attendance, and shall not be required to **work** on the day of such duty, provided **that** the employee:

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

(Applicable to full-time employees)

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

(Applicable to part-time employees)

In addition to *the* foregoing, where a part-time employee is required by

subpoena to attend a court of law or Coroner's inquest, in connection with a case arising from the employee's duties at the Hospital, on his regularly scheduled day off, he shall receive regular pay as if he had been scheduled to work the day.

(The following clauses related to Pregnancy Leave and Parental Leave will be incorporated in all collective agreements:)

14.05 (a) Pregnancy Leave

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

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

- ii) Effective on confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan, and retroactive to date of confirmation by the Employment Insurance Commission, an employee who is on pregnancy leave as provided under this agreement and who is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the Employment Insurance Act, 1996, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five per cent (75%) of her regular weekly earnings and the sum of her weekly Employment Insurance pregnancy benefits during her leave and any other earnings. Such payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits, for a maximum period of 15 weeks for a pregnancy leave. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

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

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or



severance pay benefits are not **reduced** or increased by payments received under the plan.

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

iii) nsfe of Preg Employees

Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of **absence** before commencement of the current contractual maternity leave provisions.

(b) Parental Leave

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

(Article 14.05 (b) (ii) is applicable to full-time employees and regular part-time employees only)

- ii) Effective on confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan, and retroactive to date of confirmation by the Employment Insurance Commission, an employee who is on parental leave as provided under this agreement and who is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the Employment Insurance Act, 1996, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five per cent (75%) of her regular weekly earnings and the sum of her weekly Employment Insurance parental benefits during her leave and any other earnings. Such payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance parental benefits, and shall continue while the employee is in receipt of such benefits, for a maximum period of ten (10) weeks for a parental leave. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her **last day** worked prior to the commencement of the parental leave times her normal weekly hours.

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

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

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

(Applicable to full-time employees only)

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

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

(Applicable to part-time employees only)

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

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

(Note: Any other provision(s) related to Pregnancy and Parental Leaves that existed in the expiring Collective Agreement **will be** continued and numbered in sequence **as** provisions **of** this Article.)

14.06 Education Leave

Where the Hospital directs **and** the employee agrees to take an educational course to **upgrade** or acquire new employment qualifications such employee **shall** not lose regular pay **because** of necessary absence from work **due** to participation in such course. The Hospital shall pay the full cost of such course in advance. The Employee may apply to the Hospital for a reasonable advance to cover additional costs associated with the course.

14.07 Pre-Paid leave

(for details on Pre-Paid Leave see Article 26.04)

(NOTE: Any other provision(s) related to Leaves of Absence that existed in the expiring Collective Agreement will be continued and numbered in sequence as provisions of this **Article**.)

ARTICLE 15 – SICK LEAVE AND LONG-TERM DISABILITY

NOTE: The provisions of Article 15, Sick Leave and Long-Term Disability, apply to full-time employees only.

(Articles 15.01 to 15.06 are related to **Sick** Leave and Long-term Disability will be incorporated in all collective agreements☺)

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

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

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

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

- 15.04 Effective **April 1, 2000**, **employees** with 4 or more years service will be paid at the 100% benefit level for all incidences of absence covered by HOODIP.
- 15.05 Any dispute which may arise concerning an employee's entitlement to short-term or long-term benefits under HOODIP may **be** subject to grievance and arbitration under the **provisions** of **this** Agreement.
- 15.06 An employee who **is** absent from work **as** a result of an illness or injury sustained at work and who **has been** awaiting approval of a claim for Worker's Compensation for a period longer than one complete **pay** period may **apply** to the Hospital for payment equivalent to the **lesser** of the benefit the employee would receive from **Workers'** Compensation if the employee's claim was approved, or the benefit to which **the** employee would **be** entitled under the short term sick portion of the disability income plan (HOODIP or equivalent plan). Payment will be provided only if the employee provides evidence of disability satisfactory to the Hospital **and** a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim **by** The Workers' Compensation Board. If the claim for Workers' Compensation **is** not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short term portion of the disability income plan. Any payment under **this** provision **will** continue for a maximum of fifteen (15) weeks.
- 15.11 The Hospital **shall pay** for such medical certificate(s) **as** it may require from time-to-time to certify an employee's illness or ability to return to work.
- (Note: Any other provision(s) related to Sick Leave and Long-Term Disability that existed in the expiring Collective Agreement will be continued and numbered in sequence as provisions of this Article, except such provision(s) of an administrative nature related to this Article which will be continued in the Local Provisions Appendix.)

## ARTICLE 16 – HOURS OF WORK & OVERTIME

(Subject to implementation instructions, the following clauses will appear in all collective agreements replacing any provision related to **the** Work Week and Work Day, Rest Periods, Overtime Definitions, Overtime/Callback Accumulation, **Missed** Meal Breaks, Meal Allowance, Time Off Between Shifts, and Change of Schedule that existed in the Hospital's expiring collective agreement:)

### 16.01 Work **Week** and Work **Day**

- (a) (Applicable to full-time employees only)

The normal or standard **work** week **shall** be an average **of** thirty-seven and one-half (37%) hours, with a normal or standard **work** day of seven and one-half (7%) hours except in those Hospitals where agreements

already provide a standard or normal work **week** of **less** than thirty-seven and one-half (37½) **hours per week** and seven and one-half (7½) **hours per day**. (Those Hospitals with the lesser required **hours shall reflect** in the **salary** rates a **pro-rata lesser** amount compared with **salaries for** other **Hospitals** based on the ratio **that** the standard or normal hours of work at the Hospital concerned are to **thirty-seven** and one-half (37½) **hours** and shall appropriately reflect **such hours** in this Article).

The length of time over which the hours of work per week are to be averaged shall be determined locally and **shall** be set out in the Local Provisions Appendix.

(b) (Applicable to part-time employees **only**)

The normal or standard work day shall be **seven** and one-half (7½) hours per day and the normal or **standard** full-time **work week** shall be an average of **thirty-seven** and one-half (37½) hours per **week** except in those hospitals where agreements already provide a normal or standard work **day** of **less** than seven and one-half hours and a normal or **standard** full-time work week of **less** than thirty-seven and one-half (37½) hours.

{Those Hospitals with the lesser required **hours shall** reflect in the salary rates a **pro-rata** lesser amount compared with **salaries** for other Hospitals **based on the** ratio that the standard or normal hours work at the Hospital concerned are to **thirty-seven** and one-half (37½) hours and shall appropriately reflect **such hours** in this article.)

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

The length of time over which **the hours of work** per **week** are to *be* averaged shall be determined locally and shall be set out in the Local Provisions Appendix.

(c) Where **the** Hospital **and** the Union agree, subject to the approval of the Ministry of Labour, other arrangements regarding hours of work may be entered into between parties on a local level with respect to tours beyond the normal or **standard** work **day** in accordance with the provisions set out in Article 25.01 of the collective agreement.

16.02

Rest Periods

(a) (Applicable *to* full-time **employees** only)

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

(b) (Applicable to part-time **employees** only)

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

16.03 Overtime Definition

Overtime shall be defined as being all hours **worked** in **excess** of the normal or **standard work** day, or in **excess** of the normal or standard work **week**. The overtime rate shall **be** one and one-half (1½) times the regular straight time hourly rate of pay.

NOTE: Article 16.04 is applicable to full-time employees only.

16.04 Overtime/Call Back Accumulation

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

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

16.05 Missed Meal Breaks

(a) (Applicable to full-time employees only)

**I**f an employee **is** authorized to **work**, during the lunch break, due to the requirements of patient care, he will be paid time and one-half (1½) his regular straight time hourly rate for all time worked in **excess** of his normal daily hours.

(b) (Applicable to part-time employees only)

**I**f an employee is authorized to work, during the lunch break, due to the

already provide a standard or normal work week of **less** than thirty-seven **and** one-half (37½) hours **per** week and **seven** and one-half (7½) hours **per** **day**. (Those Hospitals with the **lesser** required hours shall reflect in the salary rates a pro-rata lesser amount compared with salaries for other Hospitals based **on** the ratio that the standard or normal hours of work at the Hospital concerned are to thirty-seven and one-half (37½) hours and **shall** appropriately reflect **such** hours in this Article).

The length of time over which **the** hours of work per week are to be averaged shall be determined locally and shall be set out in the Local Provisions **Appendix**.

(b) (Applicable to part-time employees only)

The normal or standard work **day** shall be seven and one-half (7½) hours per day and the normal or standard full-time work week shall be an average of thirty-seven and one-half (**37%**) hours per week except in those hospitals where agreements already provide a normal or standard work **day** of **less** than **seven** and one-half hours and a normal or **standard** full-time **work week** of **less** than thirty-seven and one-half (37½) hours.

(Those Hospitals with the lesser required hours shall reflect in the salary rates a pro-rata **lesser** amount compared with salaries for other Hospitals based on the ratio that **the** standard or normal hours **work** at the Hospital concerned are to thirty-seven and one-half (37½) hours and shall appropriately reflect such hours in this article.)

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

The length of time over which the hours of work per week are to **be** averaged **shall** be determined locally and shall be set out in the Local Provisions Appendix.

(c) Where **the** Hospital and the Union agree, subject to the approval of the Ministry of Labour, other arrangements regarding hours of work may be entered into between **parties** on a local level with respect to tours beyond the normal or **standard** work day in accordance with the provisions **set** out in Article 25.01 of the collective agreement.

16.02 Rest Periods

(a) (Applicable to full-time employees only)

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

(b) (Applicable to part-time employees only)

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

16.03 Overtime Definition

Overtime shall be defined **as** being all hours worked in **excess of the** normal or standard work day, or in **excess of** the normal or standard work week. The overtime rate shall **be** one **and one-half (1½) times** the regular straight time hourly rate of **pay**.

NOTE: Article 16.04 **is** applicable to full-time employees only.

16.04 Overtime/Call Back Accumulation

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

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

16.05 Missed Meal Breaks

(a) (Applicable to full-time employees only)

If an employee is authorized to work, during the lunch break, due to the requirements of patient care, he will be paid time and one-half (1½) his regular straight time hourly rate for **all** time worked in excess of his normal daily hours.

(b) (Applicable to part-time employees only)

If an employee is authorized to work, during the lunch break, due to the



requirements of patient care, he will **be** paid his regular straight time hourly rate for all hours worked. Notwithstanding **this** provision, **he** will **be paid** time and one-half ( $1\frac{1}{2}$ ) his regular straight time hourly rate for all time **worked** in **excess** of the normal or standard **work** day.

(Note: **Any** other provision(s) related to Hours of Work **and** Overtime that existed in the expiring Collective Agreement will be continued **and numbered** in sequence **as** provisions of this Article, **except such provisions** related to scheduling which will **be** continued in the Local Provisions Appendix).

## ARTICLE 17 – PREMIUM PAYMENTS AND TRANSPORTATION/MEAL ALLOWANCE

(Subject to implementation instructions, the following **clauses** will appear in all collective agreements replacing any provision related to Standby, Call **back**, Shift Premium, Meal Allowance Transportation Allowance, Responsibility **Pay**, Time off Between Shifts, Change of Schedule, No Pyramiding and Transportation and Meal Allowances **that** existed **in** the Hospital's expiring collective agreement:)

### 17.01 Standby

An employee required to standby or remain available for call-back duty on other than regular scheduled hours **shall be paid** at the rate of two dollars and fifty cents (\$2.50) per hour of standby time. Where such standby *falls* on *any* of the designated holidays listed in the collective agreement, the employee shall be paid **at** the rate of three dollars (\$3.00) per hour of standby time. Hours worked for call-back shall **be** deducted from hours for which the employee receives standby **pay**. However, an employee shall be entitled to a minimum of five dollars (\$5.00) for each eight hour period on **standby** even if called back to work.

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

### 17.02 Call Back

An employee who **is** called to work after leaving the Hospital premises and outside of his regular scheduled hours, **shall be paid** a minimum of no less **than** two (2) hours' pay at time and one-half ( $1\frac{1}{2}$ ) **his** regular straight time hourly rate for work performed on each call-in. In the event that such two (2) hour period overlaps and extends into **his** regular shift he will receive the two **(2)** hour guarantee payment at time and one half ( $1\frac{1}{2}$ ) and **his** regular hourly rate for **the** remaining hours of his regular shift. The reference to leaving the **Hospital** premises referred to above will not be applicable where **an** employee remains in the Hospital on standby arrangement with the Hospital.

NOTE: Applicable to part-time employees only.

For purposes of clarification, Article 17.02 does not apply to prescheduled

hours of **work**. Article 17.02 does not **apply** where the employee elects to work additional unscheduled **hours** made available **by the Hospital**.

(NOTE: Any other provision(s) related to Call Back that existed in the expiring Collective Agreement will be continued and numbered in sequence as provisions of *this* Article.)

17.03 Shift Premium

An employee **shall** be paid a shift premium of one dollar (\$1.00) per hour for each hour worked which falls within the normal hours of the evening shift **and** one dollar and twenty-five (\$1.25) **cents** for each hour **worked** which falls within the normal hours of the night shift provided that such hours exceed two **(2)** hours if worked in conjunction with the **day** shift. For **purposes** of this provision, the normal or standard evening and night **shift** each consist of 7.5 hours. For those hospitals with lesser required **hours** as provided **for** in Article 18.01, the length of the evening and night **shift** will be adjusted accordingly. Shift premium will not form part of **the** employee's straight time hourly rate.

17.04 Weekend Premium

An employee shall **be** paid a weekend premium of one dollar and thirty-five cents (\$1.35) **per** hour for each hour worked between 2400 hours Friday to 2400 hours **Sunday** or such other 48 hour period that the Hospital may establish. If **an** employee is in receipt of premium payment pursuant to a local scheduling regulation with respect to consecutive weekends worked, he will not receive weekend premium under this provision.

17.05 Meal Allowance

An employee who continues to work more than two (2) hours of overtime immediately following **his** scheduled **hours** of work, shall be provided with a meal voucher **valued** at a maximum of four dollars (\$4.00) or four dollars (\$4.00) if **the Hospital** is unable to provide a meal voucher.

17.06 Transportation Allowance

When an employee **is** required to travel to the Hospital, **or** to return to his home, as a **result** of being **called** back to work outside of his regularly scheduled **hours**, the Hospital will pay transportation costs either by taxi or by his own vehicle at **the** rate of (amounts to **be** determined **locally** and will be set out in the Local Provisions **Appendix**) or **such** greater amount that the Hospital may in its discretion determine for each trip. The employee will provide to the Hospital satisfactory proof of payment of **such** **taxi** fare.

(The following clause related to Responsibility Pay will **be** incorporated into all collective agreements:)

17.07 Responsibility Pay

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

(NOTE: **Any** other provision(s) related to Responsibility Pay that **existed** in the expiring Collective Agreement will be continued and numbered in sequence **as** provisions of this Article.)

17.08 Time Off Between Shifts

Failure to provide the minimum number of hours between the commencement of an employee's **scheduled** shift **and** the commencement of **such** employee's next scheduled **shift** shall result in payment of one and one-half (1½) times the employee's regular straight time hourly rate for **only** those hours which reduce the minimum hour period.

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

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

17.09 Change of Schedule

(a) (Applicable to full-time employees only)

Where an employee's schedule **is** changed **by** *the* Hospital with less than twenty-four (**24**) hours notice, she shall receive time **and** one-half (1½) of her regular straight time hourly rate for all hours worked on her next shift.

(b) (Applicable to regular part-time employees only)

Where a regular part-time employee's scheduled **shift is** cancelled by the **Hospital** with **less** than twelve (**12**) hours notice, she shall receive time and one-half (1½) of her regular straight time hourly rate for all hours worked on her next shift.

(The following clause related to No Pyramiding will be incorporated into all collective agreements:)

17.10 No Pyramiding

Premium payment (including both overtime and holiday premium payment) **shall be** calculated **and** paid under one provision of this Agreement only, even though **hours** worked may be premium payment *hours* under more than one provision. In **such** circumstances **the** highest premium **will** be applied. The provision of **this** clause will not negate any entitlement to shift premium, call-back, standby, or weekend premium.

(NOTE: Any **other** provision(s) related to No Pyramiding that existed in the expiring Collective Agreement will be continued and numbered in sequence as provision of the **Article**.)

(NOTE: Any other Premium Payment provision(s) related to scheduling that existed in the expiring Collective Agreement will be continued and numbered in sequence **as** provisions of **this** Article. Any other Allowance provision(s) that **existed** in the expiring Collective Agreement will **be** continued in the Local Provisions Appendix.)

ARTICLE 18 – PAID HOLIDAYS

(The following central provision will be appropriately reflected **in** the collective agreements as Article 18.01. The holidays designated will **also** be set out in **this** Article:)

18.01 (a) (Applicable to full-time employees only)

The collective *agreements* shall provide twelve (12) paid holidays with appropriate payment to all employees **who have** completed twenty (20) days worked with the employer, **provided** that he fulfils the qualifying conditions, if any, **set** out in the respective collective agreements. It is understood *that* the list of paid holidays may include a combination of designated and non-designated **days** such **as** float **days**, anniversary **days**, and birthdays. The twelve (12) paid holidays shall **be**:

New Year's <b>Day</b>	Good Friday
Victoria <b>Day</b>	Canada Day
August Civic Holiday	Labour Day
Thanksgiving Day	Christmas Day
Boxing Day	3 Floating Holidays

(b) (Applicable to part-time employees only)

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

(The following clause will appear in all collective agreements replacing any provision related to Work on a **Paid** Holiday that existed in the Hospital's expiring collective agreement:)

18.02 (a) {Applicable to full-time employees only}

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) **his** regular straight time rate of **pay** for all hours worked on such holiday, subject to Article 18.03. In addition, he will receive a lieu day *off* with pay in the amount of his regular straight time hourly rate of pay times seven and one-half (7½) hours, except in those hospitals which have a standard work day of less than seven and one-half (7½) hours in which case holiday pay will be **based on the** standard daily hours in that hospital. The scheduling of lieu days shall be determined locally and shall be set out in the Appendix of Local Provisions.

(b) (Applicable to part-time employees only)

An employee required to work on any of the designated holidays listed in the collective agreement shall **be** paid at the rate of time and one-half his regular straight time rate of pay for all hours worked on such holiday, subject to Article 18.03.

(The following clause will appear in all collective agreements replacing any provision related to Overtime on a Paid Holiday that existed in the Hospital's expiring collective agreement:)

18.03 Where the employee is required to work on a **paid** holiday for which he is paid at the rate of time and one-half (1½) **his** regular straight time hourly rate and is required to work additional hours following the full shift *on* that day (**but not** including hours on a subsequent regularly scheduled tour for such employee) he shall receive two (2) times his regular straight time hourly rate for such additional hours worked.

(The following clause will appear in all collective agreements replacing any provisions related to Payment of Holiday and Sick Pay that existed in the Hospital's expiring collective agreements:)

18.04 (Applicable to full-time employees only)

An employee who qualifies to receive pay for any holiday will not be entitled, in the event of illness, to receive sick pay in addition to holiday pay in respect of the same day.

(NOTE: Any other provision(s) related to Paid Holidays for full-time employees that existed in the expiring Collective Agreement will **be** continued and numbered in sequence **as** provisions of this Article, except such provision(s) related to the scheduling and selection of the holidays for full-time employees which will **be** continued in the Local Provisions Appendix.)

Any other provision(s) related to the scheduling of Work on a Holiday for part-time employees **that** existed in the expiring Collective Agreement will **be**

continued in the Local Provisions Appendix.)

- 18.05 In order to qualify for payment of any of the above holidays an employee is required to work **his** last regular **shift** immediately preceding the holiday and his next regular work **shift** immediately following the holiday, except where an employee **is** absent due to verified accident or illness. Such employee shall be **paid** the first of the above listed **paid holidays** which occurs during such absence.

## ARTICLE 19 – VACATIONS

(The following clauses will appear in all collective agreements replacing any provision related to Vacation Entitlement that existed in the Hospital's expiring collective agreement.)

- 19.01 (a) (Article 19.01(a) is applicable to full-time employees only)

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

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

Employees below the Registered Technologist classification who have completed less than one (1) year of continuous service shall **be** entitled to a vacation on the basis of .83 days per month for each completed month of service with pay in the amount of 4% of gross earnings. Employees below Registered Technologist **shall** receive two (2) weeks vacation after one (1) year of continuous service, three (3) weeks vacation after two (2) years of continuous service and four (4) weeks vacation after five (5) years of continuous service.

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

- (b) (Article 19.01(b) is applicable to regular part-time employees only)

All regular part-time employees shall be entitled to vacation pay **based** upon *the* applicable percentage provided in accordance with the vacation entitlement of full-time employees of their gross salary for work performed in the preceding year. Scheduling of vacations shall **be** in accordance with local scheduling provisions.

Equivalent years of service shall be used to determine vacation pay entitlement. Equivalent years of service **shall** be calculated on the basis

of one (1) year of service for each 1650 hours worked

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

NOTE: Employees hired prior to April 17, 1985 who are currently enjoying vacation benefits superior to those set out above shall continue to receive such superior benefits.

(The following clause will appear in all collective agreements replacing any provision related to Interruption of Vacation Due to Illness that **existed** in the Hospital's expiring collective agreement:)

NOTE: Article 19.02 is applicable to full-time employees only.

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

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

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

(The following clause will appear in all collective agreements replacing any provision related to Vacation Pay on Termination that existed in the Hospital's expiring collective agreement:)

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

(NOTE: Any other provision (s) related to Vacations that existed in the expiring Collective Agreement will be continued **and** numbered in sequence as provisions of this Article, except such provision(s) related to the scheduling of vacation and to the date for determining vacation entitlement which provisions will **be** continued in the Local Provisions **Appendix.**)

## ARTICLE 20 – HEALTH AND WELFARE BENEFITS

(The following clauses will appear in all collective agreements replacing any provision(s) related to insured benefits (excluding Sick Leave and Long-Term Disability benefits for full-time employees), pension benefits and benefits for part-time employees, that existed in the Hospital's expiring agreement:)

NOTE: The provisions of Articles 20.01 to 20.03 with respect to Health and Welfare Benefits apply to full-time employees only.

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

a) Semi-Private Hospital Insurance

The Hospital agrees to pay seventy-five (75%) of the billed premiums towards coverage of eligible employees in the active employ of the

Hospital under the Liberty Health Plan or comparable coverage with another carrier.

b) Extended Health Care

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

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

(c) Dental

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



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

(d) Group Life Insurance

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

(e) Same Sex Partner Coverage

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

20.02 Change of Carrier

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

20.03 Pension

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

20.04 Divisible Surplus

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

20.05 Part-Time Benefits

A part-time employee shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or in part by the hospitals, as part of direct compensation or otherwise, including holiday pay, save and except salary, vacation pay, standby pay, call-in pay, responsibility pay, jury **and** witness **duty**, bereavement leave, and pregnancy and parental supplemental unemployment benefits) an amount equal to 14% of his regular straight time hourly rate for all **straight** time hours paid. For part-time employees who are

members of the Hospital's pension plan the percentage in lieu of fringe benefits is twelve percent (12%).

20.06 Benefits on Lay-off

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

20.07 Benefits on Sick leave

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

ARTICLE 21 – MODIFIED WORK

(The following clause related to modified work agreements will **be** incorporated into all collective agreements)

21.01 Modified Work

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

(The following clause related to modified work agreements will be incorporated into all collective agreements)

21.02 Modified Work

Where the Hospital and the Union agree, the Hospital may implement modified/rehabilitative work programs in order to **assist** employees returning to work following illness or injury. To facilitate these programs, it is understood **and** agreed that provisions of the collective agreement may, where agreed, **be** varied. The specific terms of the program will be signed by the Hospital and the Union.

(Note: Any other provision(s) related to Modified work that existed in the expiring Collective Agreement will **be** continued and numbered in sequence as

provisions of this Article.)

## ARTICLE 22 – CONTRACTING OUT

(The following clause will appear in all collective agreements replacing any provisions related to Contracting Out that existed in the Hospital's expiring collective agreement☺)

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

## ARTICLE 23 – WORK OF THE BARGAINING UNIT

(The following clause will appear in all collective agreements replacing any provision related to Work of the Bargaining Unit that existed in the Hospital's expiring collective agreement☺)

- 23.01 Supervisors or Managers excluded from the bargaining unit shall not perform duties normally performed by members in the bargaining unit which shall directly cause or result in the layoff, **loss** of seniority or service or reduction in benefits to members in the bargaining unit.

## ARTICLE 24 – CONTINUING EDUCATION

- 24.01 The Hospital and the Union recognize that continuing education is important for all employees **and** that they have shared interests and responsibilities in ensuring equitable access to it. Therefore:
- i) The Local Parties will endeavour to maximize internal opportunities for training and development which may include but are not limited to: lunch hour programs, guest lecturers, trained employees training other employees, teleconferences, and access to in-house programs/seminars.
  - ii) Continuing education opportunities will be communicated within the department(s). Where access to an opportunity is limited, the Hospital will identify pertinent selection criteria, terms of payment, etc. Decisions about continuing education opportunities will be made at the departmental level within the context of employee, Hospital, and department/program needs.
  - iii) Where *the* employee requests it, the Hospital **and** the employee will jointly create an Annual Development Plan outlining continuing education goals and objectives.

- iv) In the event of dissatisfaction with **the** way in which continuing education decisions are made at the departmental level, the issue will **be** considered by a continuing education sub-committee of the Labour Management Committee. This sub-committee will consider opportunities, employee needs, Hospital needs **and** department/program requirements. The sub-committee may make recommendation(s) to the Hospital.

#### ARTICLE 25 – COMPENSATION

(The following clause will appear in all collective agreements replacing any provision related to New or Changed Classifications that existed in the Hospital's expiring collective agreement:)

- 25.01 When a new classification in the bargaining unit is established by the Hospital, or the Hospital makes a substantial change in the job content of an existing classification, the Hospital shall advise the Union of such new or substantially changed classification and the rate of pay which is established. If so requested within thirty (30) calendar days **of** such advice, the Hospital agrees to meet with the Union to permit the Union to make representations with respect to the appropriate rate of **pay**, providing any such meetings shall not delay the implementation of the new or substantially changed classification. Where the Union challenges the rate established **by** the Hospital and the matter is not resolved following the meeting with the Union, the matter may **be** referred to arbitration in accordance with the arbitration provisions contained in this collective agreement, it being understood that any arbitration board shall be limited to establishing an appropriate rate based on the relationship existing among other classifications within the Hospitals (which are covered by the O'Shea award) and the duties and responsibilities involved. It is further understood and agreed that when determining the appropriate rate, primacy must be given to the relationship between job classifications covered by this collective agreement and that such relativity must be maintained. Each change in the rate established **by** the Hospital either through meetings with the Union or by a Board of Arbitration shall **be** retroactive from the time at which the new or substantially changed classification was first filled.

(The following clause will appear in all collective agreements replacing any provision related to Credit for Previous Experience that existed in the Hospital's expiring collective agreements:)

- 25.02 Claim for recent related experience, if any, shall be made in writing **by** the employee **at** the time of hiring on the application **for** employment form *or* otherwise. The employee shall cooperate with the Hospital by providing verification of previous experience. The Hospital will credit the employee with one increment on the salary scale for every two years of recent, related, full-time experience, as determined by the Hospital, to a maximum of two increment levels below the maximum of **the** salary scale.

For the purposes of this clause, **as** it applies to part-time employees, part-time experience will be calculated on the basis of 1650 hours worked equalling one year of experience.

NOTE: Where existing collective agreements have provisions for recent related experience credit superior to the above provisions, such provisions shall continue to **be** in effect.

(The following clause will appear in all collective agreements replacing any provision related to service accrual for the **purposes of salary** progression that existed in the Hospital's expiring collective agreement:)

(Article 25.03 ~~is~~ applicable to part-time employees only)

25.03 Part-time employees will accumulate service for purposes of progression on the **salary** grid, on the basis ~~of~~ one year of service for each 1650 hours worked.

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

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

(NOTE: Any other provision(s) related to Compensation that existed in the expiring Collective Agreement will be continued and numbered in sequence as provisions of this Article, except such provision(s) related to payroll administration which will be continued in the Local Provisions Appendix.)

25.05 Attached hereto and forming an integral part of this Agreement is Schedule "A" – Wage Rates which **is** a schedule of job classifications **and** ranges for rates of pay for each classification.

## ARTICLE 26 – SUPERIOR BENEFITS

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

Therefore, the parties agree:

- 1) a) Each of the Local Parties can retain up to three (3) conditions that **exist** in their current collective agreement that either party considers to **be** superior to the current Central Agreement. The

parties will negotiate which items may **be** kept as Superior Conditions. Term may not **be** retained as a Superior Condition

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

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

#### ARTICLE 27 – MULTI-SITE ISSUES

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

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

Innovative Scheduling/Flexible Scheduling Agreement).

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

## ARTICLE 28 – JOB REGISTRY

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

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

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

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

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

## ARTICLE 29 – MODEL SCHEDULING AGREEMENTS and PRE-PAID LEAVE

(Subject to the implementation instructions, the following clauses will appear in all collective agreements replacing any provision related to Extended Tours, Innovative Scheduling/ Flexible Scheduling, Job Sharing and Pre-paid Leave that existed in the Hospital's expiring collective agreement:)

### 29.01 Extended Tours

Where the Hospital and the Union agree, subject to the approval of the Ministry of Labour, other arrangements regarding hours of work may be entered into between the parties on a local level with respect to tours beyond the normal or standard work day. The model agreement with respect to extended tour arrangements is set out below:

## MODEL AGREEMENT WITH RESPECT TO EXTENDED TOUR ARRANGEMENTS

### MEMORANDUM OF AGREEMENT

Between: The Hospital –

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

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

#### Article 1 – Work Unit and Employees Covered

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

#### Article 2 – Hours of Work

2.1 The normal or standard extended work day shall be \_\_\_\_\_ hours per day

2.2 (Detailed description with an attached schedule where appropriate.)

2.3 Failure to provide ( \_\_\_\_\_ ) hours between the commencement of an employee's scheduled shift and the commencement of such employee's next scheduled shift shall result in payment of one **and** one-half (1 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 16.01 of the collective agreement.
- 3.02 For **purposes** of overtime the hours of work per week shall be averaged over ( ) weeks.

### Article 4 – Rest Periods

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

### Article 5 – Meal Periods

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

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

(Applicable to Full-Time Employees Only)

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

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

- 7.01 Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times the number of hours for a normal or standard work day as **set** out in Article 16.01(a).
- 7.02 An employee required to work on any of the designated holidays listed in the collective agreement shall **be paid** at the rate of time and one-half (1½) his regular straight time rate of pay for all hours worked on such holiday, subject to Article 18.03. In addition, he will receive a *lieu* day off with pay in the amount of his regular straight time hourly rate of pay times seven and one-half (7½) hours, except in those hospitals which have a standard work day of less than seven and one-half (7½) hours in which case holiday pay will **be** based on the standard daily hours in that hospital.

### Article 8 – Vacation

- 8.01 (Applicable to full-time only)

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

8.02 (Applicable to part-time only)

**As** set out in Article 19.01 (b) of the collective agreement.

Article 9 – Local Provisions

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

Term

This Agreement shall be (Specify Term).

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

For the Union

For the Hospital

29.02 Innovative/Flexible Scheduling

Where the Hospital and the Union agree, arrangements regarding Innovative Scheduling/Flexible Scheduling may be entered into between the parties on a local level. The model agreement with respect to such scheduling arrangements *is set* out below:

MODEL AGREEMENT WITH RESPECT TO INNOVATIVE  
SCHEDULING/FLEXIBLE SCHEDULING

MEMORANDUM OF AGREEMENT

Between: The Hospital –

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

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

Article 1 – Work Unit **and** Employees Covered

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

Article 2 – Hours of Work

(Scheduling arrangement to be set out in this Article.)

Article 3 – Agreed Variation From the Collective Agreement

(Collective Agreement provisions to be varied.)

Article 4 – Rest Periods

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

Article 5 – Meal Periods

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

Article 6 – Local Provisions

(Local provisions related to these scheduling arrangements are *to be* set out in this Article and numbered in sequence.)

Term

This *Agreement* shall be (Specify Term).

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

For the Union

For the Hospital

\_\_\_\_\_

\_\_\_\_\_

(Where both full-time and part-time employees are represented by OPSEU, the following clauses will appear in all collective agreements replacing any provision related to Job Sharing that existed in the Hospital's expiring collective agreements.)

29.03      Job Sharing Arrangements

Where the Hospital and the Union **agree**, job sharing arrangements may be entered into between the parties on a local level. **Job sharing** is defined as an arrangement whereby two **employees** share the hours of work of one full-time position on a **50/50 basis**. Subject to the provisions of Article 11, the position involved in the job sharing arrangement will be maintained as a full-time position in the Hospital's staffing complement.

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

MODEL AGREEMENT WITH RESPECT TO  
JOB SHARING

MEMORANDUM OF AGREEMENT

Between: The Hospital –

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

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

Article 1 – Work Unit and Employees Covered

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

Article 2 – Hours of Work

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

Article 3 – Status of Employees

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

Article 4 – Introduction

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

Article 5 – Discontinuance

(Discontinuance provisions to **be** set out in this Article. In preparing discontinuance language, the parties shall make provisions for a full-time employee who **has** transferred to a regular part-time position as **part** of a job sharing arrangement to have the first option of returning to that full-time position on the collapse of the arrangement. )

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

FOR THE UNION

FOR THE HOSPITAL

\_\_\_\_\_

\_\_\_\_\_

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

29.04 Pre-Paid Leave (Effective Date: April 1, 1989)

(a) Purpose

The Pre-Paid Leave Plan is a plan **developed** to afford employees the opportunity to take a one (1) year leave of absence, funded solely by the employee through the deferral of salary over a defined period, in accordance with Part LXVIII of the Income **Tax** Regulations, Section 6801 (as may be amended from time to time).

(b) Application

Eligible employees must make written application to the Department Head, with a copy to the Director of Human Resources/Personnel, at least six (6) months prior to the intended commencement date of the salary **deferral** portion of the Pre-Paid Leave Plan. Such application will outline the reason the leave is being requested.

Priority will be given to applicants intending to use the leave to pursue formal education related to their profession. As between two (2) or more candidates, from the same department, with the same intended purpose seniority shall govern. The employee will **be** informed of the disposition of his application as soon as is reasonably possible after the closing date for applications.

(c) The *total* number of employees that may be accepted into the Pre-Paid Leave Plan in any one plan year **as** defined in Article 14.07(l) and from any one department shall be (number subject to local negotiations). Where there are more applications than spaces allotted, seniority shall govern subject to 14.07 (b) above.

(d) Nature of Final Agreement

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

- (a) A statement that the employee is entering the plan in accordance with Article 14.07 of the Collective Agreement.
- (b) The period of salary deferral and the period for which *the* leave is requested.
- (c) The manner in which the deferred salary is to be held

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

(e) Deferral Plan

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

(9) Deferred Earnings

The manner in which the deferred salary is held shall be at the discretion of the Hospital. The employee will be made aware, in advance of having to sign any formal agreement, of the manner of holding such deferred salary.

Interest which is accumulated during each year of the deferral period shall be paid out to the employee in accordance with Part LXVIII of the Income Tax Regulations, Section 6801.

(g) Health and Welfare Benefits

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

Full-Time Employees Only

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

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

(h) Seniority and Service

Full-Time Only

During the year of the leave, seniority shall continue to accumulate.

Service for the purposes of vacation and salary progression and other benefits will be retained but will not accumulate during the period of the leave.

(i) Assignment on Return

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

(j) Withdrawal Rights

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

ii) On Leaving Employment

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

(k) Replacement Employees

The Hospital will endeavour to find a temporary replacement for the employee, as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. If, after a period of postponement, a suitable temporary replacement cannot be found, the Hospital will have the option of considering a further postponement or of collapsing the plan. The employee, subject to such a postponement, will have the option of remaining in the plan and rearranging the leave at a mutually agreeable time, or of withdrawing from the plan as outlined in Article 26.04 (j).



(l) Plan Year

The year *for* the purposes of the plan shall be from September 1 of one year, to August 31, of the following year, or such other years **as** the parties may agree to.

(m) Status of Replacement Employee

Only the original vacancy resulting from an absence due to pre-paid leave will be posted.

Employees in bargaining units at the Hospital represented by OPSEU, selected to fill vacancies resulting from replacing an employee on a pre-paid leave need not be considered for other vacancies while replacing such employee. Upon completion of the leave, the replacing employee will be returned to his former position, and the filling of subsequent vacancies will likewise be reversed.

Employees newly hired to fill vacancies resulting from replacing an employee on pre-paid leave will not accrue seniority during the filling of such vacancies. Furthermore, such employees need not **be** considered for other vacancies. If such employees do post into permanent positions they will be credited with seniority from their **last** date of hire. The release or discharge of such employees will not be subject of a grievance or arbitration.

(NOTE: All other provisions in the expiring Collective Agreement will be continued and numbered consecutively beginning with Article 30.)

ARTICLE 30 – MISCELLANEOUS

30.01 Termination of

If an employee in the bargaining unit is planning to terminate his services *with* the Hospital, he must give the Department Head or his designee a minimum of two (2) weeks notice in writing. If this notice is not given, or the employee is dismissed for just cause, then the Hospital will be absolved from payment of any benefit on termination, except as required by the Employment Standards Act.

30.02 Retirement

All employees in the bargaining unit of the North Bay General Hospital shall be automatically retired on reaching sixty-five (65) years of age.

30.03 Employees, who through age or physical disability, are, *or* become, no longer capable of performing all of the normal functions of their work may, at the discretion of the Employer, **be** retained in the employment of the Hospital provided suitable **work is** available. In such cases, the wage provisions of this Agreement may not **apply** for **such** employees, **and** the Employer shall have the right *to* **establish** what it considers an equitable rate of pay on agreement with the Union.

30.04 Health Examinations

When required **by** the Employer, the employees will submit to a physical examination, stool examinations and/or culture, including laboratory tests, x-*ray*, inoculations and vaccinations; it being understood that examinations may be conducted **by** the employee's own personal physician and without limiting the generality of the foregoing, the employees agree to submit to any examination required from time to time by the Public Hospitals Act, R.S.O. 1970, Chapter 378 **and** amendments thereto and/or regulations thereto.

30.05 Malpractice and Professional Liability Insurance

The Hospital agrees to continue to provide insurance *to* cover technologists and other employees in the event of any legal action brought against such employees in the course *of* employment with the Hospital.

## ARTICLE 31 - DURATION AND RENEWAL

(The following clause will appear in all collective agreements replacing any provision related to Duration and Renewal that existed in the Hospital's expiring collective agreement:)

- 31.01 This Agreement shall continue in effect until **the 31st day of March, 2002** and shall continue automatically thereafter for annual periods of one year each unless either **party** notifies the other in writing that it intends to amend or terminate this Agreement in accordance with the following:
- 31.02 (a) In the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, either party may give notice to the other of its desire to bargain for the renewal of this Agreement within 120 days prior to the termination date of this Agreement. Negotiations on local matters shall take place during the period from 120 to 60 days prior to the termination date of this Agreement. It is understood and agreed that "local matters" means those matters which have been determined by mutual agreement between the central negotiating committees representing each of the parties to this Agreement as being subjects for local bargaining directly between the parties to this Agreement. It is **also** agreed that local bargaining shall be subject to such procedures **as** may be determined **by** mutual agreement between the central negotiating committees referred to above.
- (b) In the event the parties to this Agreement do not agree to negotiate for its renewal through the process of central bargaining, either party may notify the other within the period from ninety days to sixty days preceding the **expiry** date of this Agreement that it desires to amend or terminate this Agreement. If notice of amendment or termination is given by either party, the other party agrees to meet for *the* purpose of negotiations within thirty (30) days after the giving of notice: if so requested.

It is further understood that the central negotiating committees will meet in the sixth month prior to the termination of this Agreement to convey the intentions of their principals as to participation in central negotiations, if any, and to determine the conditions for such central bargaining.

Proposals on central issues shall be exchanged by the central negotiating committees on a date set out in the Memorandum of Conditions for Joint Bargaining. Negotiations on central matters shall take place during the period commencing 90 days prior to the termination of this Agreement.

(The following Letter of Intent will be appended to all collective agreements:)

LETTER of INTENT- CENTRAL JOINT ACTION COMMITTEE

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

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

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

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

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

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

## LETTER OF INTENT - **CENTRAL** BARGAINING

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

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



**SCHEDULE A**

**NEW WAGE GRIDS from SETTLEMENT REACHED FEBRUARY 26, 2000**

**REGISTERED TECHNOLOGISTS & ABOVE**

WAGE SETTLEMENT: 2%, 2%, 2.5%+, 2%

Registered Technologists					
	Current	01-Apr-99	01-Apr-00	01-Apr-01	
START	\$18.14	\$18.50	\$18.87	\$19.44	
1	\$19.04	\$19.42	\$19.81	\$20.41	
2	\$19.79	\$20.19	\$20.59	\$21.21	
3	\$20.61	\$21.02	\$21.44	\$22.09	
4	\$21.43	\$21.86	\$22.30	\$22.97	
5	\$22.25	\$22.70	\$23.15	\$23.85	
	\$23.07	\$23.53	\$24.00	\$24.73	
7	\$23.90	\$24.38	\$24.87	\$25.61	
8	\$24.71	\$25.20	\$25.71	\$26.48	
9	\$25.54	\$26.05	\$26.57	\$27.37	
Senior Technologists					
	Jan-98 Base(RT)	Jan-98 + 6% (current)	Apr-99 + 2%	Apr-00 +2%	Apr-0 +2.5 & .5
START	\$18.14	***	***	***	***
1	\$19.04	***	***	***	***
2	\$19.79	\$20.98	\$21.40	\$21.82	\$22.48
3	\$20.61	\$21.85	\$22.28	\$22.73	\$23.41
4	\$21.43	\$22.72	\$23.17	\$23.63	\$24.35
5	\$22.25	\$23.59	\$24.06	\$24.54	\$25.28
6	\$23.07	\$24.45	\$24.94	\$25.44	\$26.21
7	\$23.90	\$25.33	\$25.84	\$26.36	\$27.15
8	\$24.71	\$26.19	\$26.72	\$27.25	\$28.07
9	\$25.54	\$27.07	\$27.61	\$28.17	\$29.01

Occupational Therapist/Physiotherapists					
	Current	01-Apr-99	01-Apr-00	01-Apr-01	
START	18.69	\$19.06	\$19.45	\$20.03	
1	20.08	\$20.48	\$20.89	\$21.52	
2	21.47	\$21.90	\$22.34	\$23.01	
3	22.86	\$23.32	\$23.78	\$24.50	
4	24.25	\$24.74	\$25.23	\$25.99	
5	25.64	\$26.15	\$26.68	\$27.48	
6	27.03	\$27.57	\$28.12	\$28.97	
Dieticians/BSW					
	Current	01-Apr-99	01-Apr-00	01-Apr-01	
START	19.13	\$19.51	\$19.90	\$20.50	
1		\$20.66	\$21.07	\$21.70	
2		\$21.78	\$22.21	\$22.86	
3	22.47	\$22.92	\$23.38	\$24.08	
4	23.58	\$24.05	\$24.53	\$25.27	
5	24.69	\$25.18	\$25.69	\$26.46	
6	25.8	\$26.32	\$26.84	\$27.65	
Charge Physiotherapist			01-Apr-00		
START			***		
1			\$ 24.672		
2			\$ 26.167		
3			\$ 27.663		
4			\$ 29.151		
5			\$ 30.646		
6			\$ 32.141		
7			\$ 33.636		

Charge Technologists			Apr-99 + 2%	Apr-00 +2%	Apr-01 +2.5 & .5	Perfusionist		01-Apr-99	01-Apr-00	01-Apr-01
	Jan-98 Base(RT)	Jan-98 + 12% (current)				START	Current- 21.01			
START	\$18.14	***	***	***	***	1	22.23	\$22.67	\$23.13	\$23.82
1	\$19.04	***	***	***	***	2	23.45	\$23.92	\$24.40	\$25.13
2	\$19.79	\$22.16	\$22.61	\$23.06	\$23.750	3	24.67	\$25.16	\$25.67	\$26.44
3	\$20.61	\$23.08	\$23.54	\$24.02	\$24.740	4	25.89	\$26.41	\$26.94	\$27.75
4	\$21.43	\$24.00	\$24.48	\$24.97	\$25.720	5	27.11	\$27.65	\$28.21	\$29.05
5	\$22.25	\$24.92	\$25.42	\$25.93	\$26.710	6	28.34	\$28.91	\$29.48	\$30.37
6	\$23.07	\$25.84	\$26.36	\$26.88	\$27.690					
7	\$23.90	\$26.77	\$27.30	\$27.85	\$28.690					
8	\$24.71	\$27.68	\$28.23	\$28.79	\$29.660					
9	\$25.54	\$28.60	\$29.18	\$29.76	\$30.660					
Psychologist						Biomedical Technologist				
	Current	01-Apr-99	01-Apr-00	01-Apr-01	START	Current	01-Apr-99	01-Apr-00	01-Apr-01	
START	\$30.05	\$30.65	\$31.26	\$32.21	START	18.75	\$19.13	\$19.51	\$20.10	
1	\$31.80	\$32.44	\$33.08	\$34.08	1	19.84	\$20.24	\$20.64	\$21.26	
2	\$33.54	\$34.21	\$34.90	\$35.95	2	20.93	\$21.35	\$21.78	\$22.43	
3	\$35.29	\$36.00	\$36.72	\$37.82	3	22.02	\$22.46	\$22.91	\$23.60	
4	\$37.04	\$37.78	\$38.54	\$39.70	4	23.11	\$23.57	\$24.04	\$24.77	
5	\$38.78	\$39.56	\$40.35	\$41.56	5	24.19	\$24.67	\$25.17	\$25.93	
6	\$40.53	\$41.34	\$42.17	\$43.44	6	25.28	\$25.79	\$26.30	\$27.09	
Pharmacists						Audiologists, Psychometrists, MSW, Speech Pathologists				
	Current	01-Apr-99	01-Apr-00	01-Apr-01	START	Current	01-Apr-99	01-Apr-00	01-Apr-01	
START	\$23.61	\$24.08	\$24.56	\$25.30	START	21.82	\$22.26	\$22.70	\$23.39	
1	\$24.92	\$25.42	\$25.93	\$26.71	1	\$23.09	\$23.55	\$24.02	\$24.75	
2	\$26.29	\$26.82	\$27.35	\$28.18	2	\$24.36	\$24.85	\$25.34	\$26.11	
3	\$27.68	\$28.23	\$28.80	\$29.67	3	\$25.62	\$26.13	\$26.66	\$27.46	
4	\$29.06	\$29.64	\$30.23	\$31.14	4	\$26.89	\$27.43	\$27.98	\$28.82	
5	\$30.45	\$31.06	\$31.68	\$32.63	5	\$28.16	\$28.72	\$29.30	\$30.18	
6	\$31.83	\$32.47	\$33.12	\$34.11	6	\$29.42	\$30.01	\$30.61	\$31.53	



BELOW REGISTERED TECHNOLOGISTS									
WAGE SETTLEMENT: 2%, 2%, 2% for Tech 4 & Tech 5;									
2%, 2%, 2.5% for Tech 1, Tech 2, and Tech 3									
Technician 1*					Technician 4*				
	Current	01-Apr-99	01-Apr-00	01-Apr-01		Current	01-Apr-99	01-Apr-00	01-Apr-01
START	\$14.24	\$14.52	\$14.82	\$15.19	START	\$18.87	\$19.25	\$19.63	\$20.02
1	\$14.78	\$15.08	\$15.38	\$15.76	1	\$19.58	\$19.97	\$20.37	\$20.78
2	\$15.31	\$15.62	\$15.93	\$16.33	2	\$20.30	\$20.71	\$21.12	\$21.54
3	\$15.86	\$16.18	\$16.50	\$16.91	3	\$21.02	\$21.44	\$21.87	\$22.31
4	\$16.40	\$16.73	\$17.06	\$17.49	4	\$21.73	\$22.16	\$22.61	\$23.06
Technician 2*					Technician 5*				
	Current	01-Apr-99	01-Apr-00	01-Apr-01		Current	01-Apr-99	01-Apr-00	01-Apr-01
START	\$15.80	\$16.12	\$16.44	\$16.85	START	\$19.98	\$20.38	\$20.79	\$21.20
1	\$16.40	\$16.73	\$17.06	\$17.49	1	\$20.73	\$21.14	\$21.57	\$22.00
2	\$17.00	\$17.34	\$17.69	\$18.13	2	\$21.49	\$21.92	\$22.36	\$22.81
3	\$17.60	\$17.95	\$18.31	\$18.77		\$22.25	\$22.70	\$23.15	\$23.61
4	\$18.19	\$18.55	\$18.92	\$19.40		\$23.01	\$23.47	\$23.94	\$24.42
Technician 3*									
	Current	01-Apr-99	01-Apr-00	01-Apr-01					
START	\$16.88	\$17.22	\$17.56	\$18.00					
1	\$17.53	\$17.88	\$18.24	\$18.69					
2	\$18.16	\$18.52	\$18.89	\$19.37					
3	\$18.81	\$19.19	\$19.57	\$20.06					
4	\$19.45	\$19.84	\$20.24	\$20.74					
<b>*NOTE:</b>									
TECHNICIAN 1 = Lab Aide/Clerk, Audio-Visual Assistant, Darkroom Technician AND NO LONGER OT/PT AIDES									
TECHNICIAN 2 = Phlebotomist, Medical Records Technician, Orthotic/Prosthetic Technician, Media Maker, OR Technician, OT/PT AIDES AND NO LONGER PHARMACY TECHNICIANS/ASSISTANTS.									
TECHNICIAN 3 = Non-Certified EEG/EMG/ENG/ECHO/Technician, ECG Technician, Lab Assistant, Morgue Attendant/Technician AND PHARMACY TECHNICIANS/ASSISTANTS									
TECHNICIAN 4 = Non-Registered Technologist, Audio-Visual Technician, Dental Technician/Assistant, Technician (Cardio Pulmonary, Audiology, Ophthalmic, Orthopaedic, Doppler Flow, Retinal Photographer)									
TECHNICIAN 5 = Autopsy Master, Certified EEG/EMG/ENG/ECHO, Kinesiologist, Physical Fitness/Health Maintenance Worker									

## APPENDIX A - LOCAL PROVISIONS

### ARTICLE A - Scope & Recognition

A-01 The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all paramedical and medical technical employees of North Bay General Hospital, save and except supervisors, those above the rank of supervisor, those above the rank of Charge Technologists, office, clerical, administrative and information systems employees, students employed during the school vacation period, and persons covered by **subsisting** collective agreements.

### ARTICLE B - Management Rights

B-01 The Union acknowledges that it is the exclusive right and function of the Employer, subject to the terms of this Agreement:

- (a) To direct the working forces, to discharge employees for just cause, to promote, demote, transfer, lay-off, **suspend** or otherwise discipline employees subject to the use of the Grievance Procedure, and to hire.
- (b) Generally to manage the Hospital and all the enterprises in which the Hospital is engaged.
- (c) To maintain order, discipline and efficiency and to make **and** alter from time to time, rules and regulations to be observed not inconsistent with the provisions of this Agreement.
- (d) It is agreed that the Employer may exercise any of the rights, powers and functions or authority which the Employer had prior to the signing of this Agreement, except those rights, powers, functions or authority which are specifically abridged or modified by this Agreement and these rights shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

### ARTICLE C Representation and Committees

#### C-01 Union Stewards

With reference to Article 6.01, the Hospital shall recognize the following number of stewards in the following areas:

Laboratory - 3

Diagnostic Imaging & Nuclear Medicine	-	3
Rehabilitation, Social Services & Pharmacy	-	2
Cardio-respiratory, ECG/EEG & Dietitians	-	2

C-02 Grievance Committee

With reference to Article 6.02, the Union Grievance Committee shall include three (3) members from the bargaining unit.

C-03 Negotiating Committee

With reference to Article 6.04(a), the Union Negotiating Committee shall include three (3) members from the bargaining unit.

**ARTICLE D - Leaves of Absence**

D-01 With reference to Article 14.02(a), notification required for leave under this Article shall be two (2) weeks. The number of employees who may be absent at any one time and from any one area shall be as follows:

(a) O.P.S.E.U.'s Annual Convention:

Laboratory	- 3 employees
Diagnostic Imaging	- 2 employees
All other areas	- 1 employee

(b) O.P.S.E.U. Hospital Division Meetings:

as per subsection (a)

(c) Other Local Union Business:

one employee from each department.

It is understood that leaves requested under subsections (a) and (b) shall be granted only once annually. Should requests for leave under subsections (a) and (b) be made more than once annually, then the formula referred to in subsection (c) shall apply.

## **ARTICLE E - Hours of Work and Overtime**

E-1 With reference to Article 16.01(a), the length of time over which the hours of work per week are to **be** averaged over shall be four **(4)** consecutive weeks.

E-2 With reference to Article 16.01(b), the length of time over which the hours of work per week are to **be** averaged over shall **be** four **(4)** consecutive weeks.

### E-3(a) Full-Time

Duty schedules will be posted 4 weeks in advance. Every effort will be made to give employees due consideration to their preferences for days on/off. However, the hospital reserves the right to have final decision in the scheduling of duty rosters. Employees wishing to change their posted hours may do so providing they submit the request *in writing* and **stating** the name of the person willing to cover the change.

Such changes must not alter the balance **and** number of persons working in a section, result in overtime payment or increase the total hours charged to the Department. The Hospital agrees to schedule two (2) consecutive days off for working a weekend unless by mutual agreement.

### (b) Part-Time

Duty schedules for part-time employees will be posted four **(4)** weeks in advance. Employees wishing to change their posted hours may do so providing they submit the request in writing and stating the name of the employee willing to cover the change. Such changes must not alter the staffing balance and under no circumstances shall it result in the payment of overtime premiums *or* increase the total paid hours charged to the Department.

All shifts in excess of regularly scheduled shifts shall be evenly divided among all part-time employees, within their classification **and** within their department, on a rotational basis beginning with the most senior person, All regularly scheduled shifts for Regular Part-Time employees shall be evenly divided.

E-4 With reference to Article 17.08, the minimum number of hours shall be twenty (20) between the commencement of an employee's scheduled shift and the commencement of such employee's next scheduled shift.

E-5 With reference to Article 16.04, the maximum for purposes of overtime accumulation and the scheduling of time off shall **be** five (5) days and ninety (90) days respectively.

E-6 First shift of the day to commence with the midnight shift, i.e.,  
weekdays - midnight Sunday to midnight Friday;  
weekends - midnight Friday to midnight Sunday.

E-7 Employees who are late for their scheduled **shift** shall be deducted from the time actually worked according to the following schedule, unless excused by the Executive Director at his discretion:

<u>Minutes Late</u>			<u>Time Deducted</u>
1	-	15	Nil
16	-	30	30 minutes
31	-	45	45 minutes
46	-	60	1 hour

and so on in units of one quarter (1/4) hour

#### **ARTICLE F - Transportation Allowance/Standby**

F-1 With reference to Article 17.06, the Hospital will pay transportation costs either **by** taxi or by his own vehicle at the rate of 60% of the taxi fare to a maximum of \$4.50 each way.

- F-2 (i) Phlebotomist(s) working at the McLaren Street site shall receive standby pay for all lunch hours.
- (ii) All shifts for standby (& call back) in excess of regularly scheduled standby (& call-back) shall be offered on a rotational basis beginning with the most senior employee regardless of Full-Time or Part-Time status. Shifts will be deemed to be offered whenever a call is placed.

#### **ARTICLE G - Paid Holidays**

G-1 With reference to Article 18.01(a) and (b), Floating holiday shall **be** granted under the following conditions:

- (1) The holiday shall be requested by the employee in writing at least one (1) month in advance.
- (2) The holiday shall be taken during the calendar year. All such requests must be submitted prior to November 1 of each year. Failing such, the employee's supervisor retains the right to assign floating holidays as they may best suit the requirements of the department.

- (3) Where there **is** a conflict between two or more employees as to the same chosen date, seniority shall be the governing factor subject to the efficient operation of the **Hospital**.
- G-2 Full-time staff **will** have until February 1<sup>st</sup> to have choice for day shifts on statutory holidays then **open** to part-time **staff**.
- G-3 Where a full-time employee is scheduled to work a weekend, the employee shall also **be** scheduled to work on any **holiday** which **falls** on a Friday or a Monday of such weekend.

## **ARTICLE H - Vacations**

- H-1 For the purpose of scheduling vacations, the vacation year shall **be** from January 1st to December 31st.
- H-2 Vacation Requests
- (a) Written requests for annual vacations will be accepted each year. Only requests submitted by March 1st will be allotted in accordance with seniority rights as provided in Article 10. Such approved schedules will be posted for the remainder of the year.
- (b) A request for a "special" holiday consideration during prime time (Easter break, July, August and around Christmas) should be made, in writing, before January 30th of that vacation year. The dates will be posted on the vacation schedule immediately. If no challenge to these dates is received within fifteen (15) working **days**, the vacation will be granted regardless of seniority rights, but in accordance with availability of covering staff.
- (c) If the request is for a split vacation, the dates designated **by** the Employee will be dealt with in conjunction with seniority rights as outlined in (a) above. The secondary dates will receive consideration only after all primary requests have been received.
- (d) The management reserves the rights to the final decision as to the scheduling of vacations.
- (e) Where a statutory holiday occurs during or immediately prior to or following a scheduled vacation, an employee will not **be** scheduled to work such statutory holiday unless by mutual agreement.

- (f) It is understood that it is the employee's choice subject to H-2 (a), (b) and (c) above to request a continuous or split vacation and the employer will not limit any request subject to H-2 (a), (b) and (c) during the vacation year.

## **ARTICLE I - Compensation**

### **I-1 Pay Days**

It is agreed and understood by the parties hereto that pay **days** for the duration of this Agreement shall be every **second** Thursday, except that some latitude shall be allowed to the pay office where a Statutory Holiday occurs during the week.

- I-2 On presentation of proof of **success**, employees who have been successful in the registration examinations of the **CSLT** shall be given retroactive registered technologist **salary** in one of the following ways:

- (a) if successful on his first attempt, the salary shall be retroactive to the date of examination or employment whichever is the later.
- (b) if successful on his second or subsequent attempts, the salary shall be paid from the date on which evidence of successful completion **is** presented.

- I-3 The salary recognition for additional preparation shall be paid in addition to salary schedules only when specific **skills** afforded are utilized directly in the employment of the technologist, and such amount shall **be** applied as follows:

- (a) \$30.00 per month (\$15.00 per month for applicable Part-time staff) for ART certification shall only **apply** to those below the classification of Charge Technologist.
- (b) \$30.00 per month (\$15.00 per month for applicable part time staff) for advanced Radiology Certification shall only apply to those below the classification of Charge Technologist.

- I-4 Salary recognition for special procedures responsibilities in the Radiology Department shall be \$50.00 per month. The employee(s) required to perform said special procedures responsibilities are those designated by the hospital.

## **ARTICLE J - Miscellaneous**

### **J-1 Bulletin Boards**

The Employer shall provide space on a bulletin board upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees, provided that such notices are first submitted to the Administration for its approval before posting. All such notices shall **be** signed by an officer of the Union.

J-2 Uniforms

The Hospital agrees to provide **and** launder such protective clothing as may be deemed necessary by the Hospital.

J-3 Printed Agreements

The Hospital and the union will agree to an equal shared cost of printing the collective agreements.

Dated at North Bay, Ontario, this 23 day of MAY, 2001.

**ONTARIO PUBLIC SERVICE  
EMPLOYEES UNION**

**NORTH BAY GENERAL HOSPITAL**

Grant W. Smith

[Signature]

Peggy Burke

Linda McCarthy

Maurice Ammerata

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## LETTER OF INTENT

- (a) It is agreed that the monthly parking fees paid by participating employees shall entitle those employees to **park** in the appropriate lots when working at either site.
- (b) The Hospital will continue **its** policy of paid parking at current rates.

Prior to any changes in these rates to reflect changes in *costs* of providing parking services, the proposed changes will be **discussed** at the Labour-Management Committee. In the event the Hospital changes the rates, the Union has the right to grieve.

**LETTER OF UNDERSTANDING**

**BETWEEN**

**NORTH BAY HOSPITAL COMMISSION**

**(Operating the North Bay General Hospital)**

**and**

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION, Local 662**

This will confirm the understanding reached at negotiations between the parties relating to the termination of a probationary employee in accordance with Article 10 of the Collective Agreement, that is the Employer undertakes to meet with and advise the probationary employee of the reasons for termination.

DATED AT NORTH BAY, ONTARIO, THIS 23 DAY OF MAY, 2001

**ONTARIO PUBLIC SERVICE  
EMPLOYEES UNION**

**NORTH BAY GENERAL HOSPITAL**

*[Signature]*  
*Rogey Burke*  
*Marcia Ammerata*  
\_\_\_\_\_  
\_\_\_\_\_

*[Signature]*  
*Louis M. Carthy*  
\_\_\_\_\_  
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**LETTER OF UNDERSTANDING**

BETWEEN:

**NORTH BAY GENERAL HOSPITAL**

AND:

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION, LOCAL 662**

**RE: SICK LEAVE BANKS**

The parties hereby agree that no known entitlement exists with respect to sick leave banks as referred to under Articles 17.05 to 17.08 of the Collective Agreement bearing the expiry date March 31, 1996.

Notwithstanding the foregoing, the Hospital agrees that in the event of a claim by any employee in the bargaining unit that such a sick bank entitlement remains in effect, such claim shall be fully investigated by the Hospital and once substantiated, the terms as previously applicable under said Articles 17.05 to 17.08 shall be confirmed, in writing, as remaining applicable to the affected employee.

Dated at North Bay, Ontario, this 23<sup>rd</sup> day of March, 2001.

FOR THE HOSPITAL

[Signature]  
Linda McCarthy  
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FOR THE UNION

[Signature]  
Peggy Bueh  
Maurice Ammirata  
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## LETTER OF UNDERSTANDING

**BETWEEN:**

**NORTH BAY GENERAL HOSPITAL**

**AND:**

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION, Local 662**

**RE:**

**JOB SHARING**

Pursuant to Article 29.03, the following conditions shall apply unless otherwise agreed to by the parties:

### **ARTICLE 1 - Work Unit and Employees Covered**

- (a) Job sharing requests with regard to full-time positions shall be considered on an individual basis.

### **ARTICLE 2 - Hours of Work**

- (a) Total hours worked by the job sharers shall equal one (1) full-time position which shall normally be split on a fifty-fifty (50/50) basis. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) employees and subject to the approval of the Hospital.
- (b) The above schedule shall conform with the scheduling provisions as laid out in Article E-3,(a), (Local Issues) of the Collective Agreement.
- (c) The job sharers involved will have the right to determine which partner works on scheduled holidays and shall only be required to share the same number of paid holidays as one (1) full-time position.
- (d) It is understood and agreed that the arrangement is for a trial period of three (3) months for the full-time employee originating the request. Once the trial period is over, the employee cannot revert to her former full-time position except under Article 4 below. All other assignments relating to an originating job sharer will be considered temporary during the trial period.

- (e) If, because of unavoidable circumstances, one job sharer cannot cover the other due to incidental illnesses, the Unit Manager or designate must be notified to book coverage. Job sharers are not required to cover for their partner in case of prolonged or extended absences.
- (f) In the event that one member of the job sharing arrangement **goes on** any leave of absence pursuant to Article 14, or takes vacation, the coverage will be negotiated with the Unit Manager or designate, **but** it is hoped that the remaining member of the position would be prepared to cover the leave of absence, or vacation, **as** much as possible.
- (g) Job sharers may accept an additional tour(s) when the available tour(s) has been offered to all eligible regular part-time employees in the department.
- (h) Job sharers will not be considered eligible to replace full-time leaves of absence of less than sixty (60) days duration arising outside the job sharing arrangement. Where a job sharer indicates an interest in filling a long term leave (e.g. pregnancy or leaves of equal or greater duration), such request shall be treated in accordance with Article 13.01.

### **ARTICLE 3 - Status of Employees**

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

### **ARTICLE 4 - Introduction**

- (a) If a full-time position becomes available, it must first be posted as a full-time position. In the event that there are no successful applicants, it may be posted as a job sharing position.
- (b) Any incumbent full-time employee wishing to share her position, may do so without having her half (1/2) of the position posted. The other half (1/2) of the job sharing position will be posted and selection will be made on the criteria set out in Article 13.06 of the Collective Agreement.
- (c) Subject *to* Hospital approval, where two (2) full-time employees in the same classification **wish** to job share one (1) position, neither half of their job will be posted. Should such action create one (1) full-time position, it shall be posted in accordance with the Collective Agreement.

- (d) If one of the **job** sharers leaves the arrangement, her position will be posted. If there is no successful applicant to the posted position, the remaining employee will revert to her former status. If the remaining job sharer **was** previously full-time, the shared position would become her position. If the remaining job sharer was previously part-time and there **is no** part-time position available, she shall exercise her layoff bumping rights to obtain a part-time position. The shared position would then revert to a full-time position and be posted according to the Collective Agreement.
- (e) Seniority under this job sharing arrangement will be accrued as per Article 10 of the Collective Agreement applicable to part-time employees.

**ARTICLE 5 - Discontinuance**

- (a) Either party may discontinue the job sharing arrangement with ninety (90) days notice. Upon receipt of such notice, a meeting shall be held between the parties within fifteen (15) days to **discuss** the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.
- (b) Should the Hospital discontinue job sharing, the employees currently working those arrangements will have the option of reverting to their former status or remain part-time. It is understood that by returning to their former status, the employees may have to exercise their bumping rights.

**NOTE:** With reference to the Model Agreement, the parties agree to enter into a separate written agreement with respect to the continuation of job sharing arrangements in *effect* as of the date of signing this document. Such agreement to be limited only to those presently covered by such arrangements and until discontinued in accordance with said prior agreement(s).

Dated at North Bay, Ontario, this 30<sup>th</sup> day of May, 2001.

FOR THE HOSPITAL

[Signature]  
Linda McCaskey  
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FOR THE UNION

[Signature]  
[Signature]  
Maise Ammerata  
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LETTER OF UNDERSTANDING

BETWEEN

NORTH BAY GENERAL HOSPITAL

AND ONTARIO PUBLIC SERVICE EMPLOYEES UNION (LOCAL 662)

Prior to assignment of modified work, a plan will be developed with the employee, the employee's immediate supervisor, Human Resources, the physician (if applicable) Occupational Health & Safety Services, the supervisor of the placement department and the union representative.

Dated at North Bay, Ontario this Monday - third 03<sup>rd</sup> day of May, 2001.

Ontario Public Service  
Employees Union

Maria Ammerator

Geoffrey H.

Ryan Burke

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North Bay General Hospital

NP

Lucinda McConry

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LETTER OF UNDERSTANDING

BETWEEN

NORTH BAY GENERAL HOSPITAL

AND ONTARIO PUBLIC SERVICE **EMPLOYEES** UNION (LOCAL 662)

A casual employee **is** one who has **no** commitment **to** the Hospital nor the Hospital to the employee. Casual employees may be used to fill shifts when there are no other employees available to work on a straight time basis.

Casual employees may not be used if there are qualified employees on a recall **list** who **are** able and willing to accept shifts which would otherwise be performed **by** casual employees.

Casual employees **shall be placed** on a "casual employee seniority list" A Casual employee's seniority can be transferred as **per** Article 10.04.

Casual positions would not be subjected to the posting provisions of Article 13.

Dated at North Bay, Ontario this Twenty-third (23<sup>rd</sup>) day of May, 2001.

Ontario Public Service  
Employees Union

[Signature]  
Peggy Burke  
Maurice Ammerata

North Bay General Hospital

[Signature]  
Linda M. Carthy

