

Collective Agreement

between

**Ontario Public Service Employees Union
and its Local 659**

AND

**Sudbury Regional Hospital
Full Time**

Expiry Date: March 31, 2002

OPSEU



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ATTACHMENTS:

Labour Adjustment Plan	dated: May 28, 1998
Letter of Understanding Re: Seniority, etc.	dated: August 18, 1998
Letter of Understanding Re: Amendments to Labour Adjustment Plan	dated: August 18, 1998
Letter of Understanding Re: Transfer	dated: August 18, 1998
Letter of Under standing Re: Intravenous Co-ordinators	dated: August 18, 1998
Letter of Understanding Re: Four (4) Hour Shifts	dated: June 23, 1999
Labour Board Order	dated: July 13, 1998

ARTICLE 1 - PURPOSE

1.01 The general purpose of **this Agreement** ~~is~~ **to establish** and maintain collective bargaining relations between the Hospital and the employees covered by this Agreement; to provide for on-going means of communication between the Union and the Hospital and **the** prompt disposition of grievances and the final settlement of **disputes** and to **establish** and maintain mutually satisfactory **salaries**, hours of work **and** other conditions of employment in accordance with the provisions of this Agreement.

It *is* recognized that employees **wish** to work together with *the* Hospital to secure the best possible care **and** health protection *for* patients.

A -- Scope and Recognition (Local)

A -- 1 *The Hospital recognizes the Union as the sole and exclusive collective bargaining agent for all medical laboratory technologists and technicians, all radiology technologists and technicians, respiratory therapists and technicians, dietitians, pharmacy technicians, employed by Sudbury Regional Hospital Corporation in Sudbury, Ontario, save and except Manager or equivalent, and co-ordinators, supervisors, persons above the rank of supervisor, all other technical employees, persons regularly employed for not more than 24 hours per week, students employed during the school vacation period and persons covered by other subsisting collective agreements.*

A -- 2 *For the purpose of clarity, the above clause reflects both the attached Memorandum of Agreement and the Labour Board order of July 15, 1998.*

B -- Management Rights (Local)

The Union acknowledges that it is the exclusive right and function of the Hospital subject to the terms of this Agreement:

- a) *To direct the working forces, to hire, promote, demote, transfer, layoff, to discharge employees for just cause, suspend or otherwise discipline employees subject to the use of the Grievance Procedure.*
- b) *Generally to manage the Hospital and all 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.

It is agreed that the Hospital may exercise any of the rights, powers, and functions or authority which the Hospital has prior to the signing of this Agreement except those rights, powers, functions or authority which are specifically abridged or modified by the Agreement and these rights shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

Government sponsored programs may be made available to the Hospital from time to time, therefore, the Hospital may hire persons in accordance with the terms of such programs at a rate of pay stipulated by the program. Such persons shall not be included in the bargaining unit. The local Union President shall be notified when a program becomes available to the Hospital, its duration and the persons to be utilized. It is understood that there will be no reduction in bargaining unit hours as a result of such programs.

ARTICLE 2 - DEFINITIONS

- 2.01 Whenever the feminine pronoun *is* used in **this** Agreement, it includes the masculine pronoun **and vice versa** where the context **so** requires. Where the **singular is used**, it may **also be** deemed to mean plural **and vice versa**.

C -- Definitions-- Full-time Employee (Local)

- C -- 1** *Regular Full-time Employee is an employee who has completed the probationary period and is regularly scheduled to work the normal standard work week.*

ARTICLE 3 - NO DISCRIMINATION OR HARASSMENT

- 3.01 The Hospital **and** the Union agree that there will **be** no discrimination, interference, intimidation, restriction or coercion exercised or practiced by any of their representatives with respect to **any** employee because of his membership or non-membership in the Union or activity or *lack of activity* on behalf of the Union or by reason of exercising **his** rights under the Collective Agreement.
- 3.02 It ~~is~~ agreed that there will be **no** discrimination by either party or by any ~~of~~ the employees covered by this Agreement **on the basis of** race, creed, colour, national **origin**, **sex**, **marital status**, age, religious affiliation, **sexual** orientation or **any** other factor which ~~is~~ not pertinent to the employment relationship.

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

ARTICLE 4 - NO STRIKE/NO LOCKOUT

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

ARTICLE 5 - UNION SECURITY (Dues Deduction)

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

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

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

ARTICLE 6 - REPRESENTATION AND COMMITTEES

6.01 Union Stewards

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

Union **stewards** have their regular **duties and** responsibilities to perform for the Hospital and shall not leave their regular **duties** without **first** obtaining **permission** from their **immediate supervisor**. Such permission shall not be unreasonably **withheld**. If, in the performance of his grievance duties, a

union steward **is** required to enter an area within the Hospital in which he is not ordinarily **employed**, he shall report **his** presence to the supervisor in the area immediately upon entering it. When resuming **his** regular duties and responsibilities, such **steward shall** again report to **his** immediate supervisor. **A** union **steward** shall suffer **no loss** of earnings for time spent in performing the **above duties during his** regular scheduled **working** hours.

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.

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 **fists**. 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.

(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**.

D -- Representation and Committees (Local)

D -- 1 Union Representation

- a) *The number of Stewards for each bargaining unit (full-time and part-time) shall be set out as follows:*

<i>Diagnostic Imaging</i>	<i>1</i>
<i>Pathology</i>	<i>1</i>
<i>Respiratory Therapy</i>	<i>1</i>
<i>Dieticians</i>	<i>1</i>
<i>Pharmacy</i>	<i>1</i>

- b) *Article 6 of the Collective Agreement shall be effective once the hospital is operating on one site.*
- c) *The parties may agree to additional stewards as required based on ensuring representation across the multiple sites of the HRSRH.*

D -- 2 Grievance Committee

The Hospital will recognize a grievance committee comprising of three (3) members to be elected or appointed from the bargaining unit. One member shall be chairman. In addition, as requested by the local president or designee, the OPSEU staff representative can attend Step 3 grievance meetings.

D -- 3 Negotiating Committee

The Hospital agrees to recognize a negotiating committee comprised of five (5) members to be elected or appointed from the bargaining unit. In addition, as requested by the president or designee, the OPSEU staff representative can attend negotiation meetings with the Hospital.

D -- 4 Labour-Management Committee

The Hospital agrees to recognize a Labour-Management Committee comprised of six (6) members to be elected or appointed from the bargaining unit. In addition, as requested by the local president or designee, the OPSEU staff representative may attend meetings with the Hospital.

ARTICLE 7 - ACCIDENT PREVENTION - HEALTH & SAFETY COMMITTEE

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

A member of a committee *is* entitled to:

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

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

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

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

7.09 Hepatitis B Vaccine

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

ARTICLE 8 - GRIEVANCE & ARBITRATION PROCEDURE

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

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

8.03

- (1) It ~~is~~ the mutual **desire** ~~of~~ the parties hereto that complaints shall be **adjusted as quickly as possible, and it is** understood that an employee has no grievance until he has first **given his** immediate supervisor the opportunity of adjusting his complaint. Such complaint shall be discussed with **his** immediate supervisor within seven (7) calendar days from the event **giving rise** to the grievance, or from when the employee **should** have reasonably become aware ~~of~~ the event giving rise to the grievance. **Failing** settlement within seven (7) calendar days, **it** shall then **be** taken up **as** a grievance within the seven (7) calendar **days** following **his** immediate supervisor's decision in the following manner and sequence:
 - (2) The employee **must submit the** grievance through the Local Union, **signed by** the **grievor and** the Local Union **President**, or designate, to the Chief **Executive Officer (CEO)** of the Hospital, or **designate**. The employee may **be** accompanied, **if he so desires, by** his union **steward**. The grievance shall identify the nature of the grievance, the remedy sought, **and should specify the provisions** of the Agreement which are alleged to have been violated.
 - (3) The parties will have a period of **up to thirty (30)** calendar days from the date the grievance **is** filed to attempt to resolve *the* grievance, **and** in any case, to **provide** the Union with a formal written response setting out the Hospital's position on the matter.
 - (4) During the thirty (30) day resolution **period** referred to above, the **parties** will attempt to resolve *the* matter(s) in **dispute** through a meeting or a **series** of meetings which **shall** involve the **individuals** with authority to resolve **the** grievance. In all **cases**, the **meeting(s)** **shall** include the Union Grievance Committee.
 - (5) Prior to the initial meeting **date being established**, the parties will provide document **disclosure on** a without prejudice **basis to each** other, with the **purpose of** providing **both** parties with the opportunity to **understand** the grievance and to **prepare** for the resolution meeting(s).

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

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

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

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

8.04

Policy Grievance

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

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

8.05

Group Grievance

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

8.06 Discharge Grievance

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

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

- (a) confirming the Hospital's action in **dismissing** the employee, or
- (b) reinstating the employee **with** or without **loss** of seniority **and** with or without full compensation for the time lost, or
- (c) any other arrangement which may be deemed **just and** equitable.

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

8.08 **All** agreements reached under the grievance procedure **between** the representatives of the Hospital, the representatives of the Union and the grievor(s) will be final **and binding** upon the parties.

8.09 When either party requests that any matter be **submitted to** arbitration as **provided** in this Article, **it shall** make **such** request **in** writing addressed **to** the other party to this Agreement, **and** at the same time appoint a nominee. Within seven (7) calendar **days** thereafter, the other **party shall** appoint its nominee, **provided** however, that if **such party fails to** appoint its nominee **as** herein required, the Minister of Labour for the Province of Ontario shall have the power to **make such** appointment upon application thereto **by** the party invoking the arbitration procedure. The two **nominees shall** attempt to agree upon a Chair of the **Arbitration Board**. **If** they **are** unable to agree upon such a Chair within a period of fourteen (**14**) calendar **days**, they **shall** then request **the** Minister **of** Labour for **the** Province **of** Ontario to appoint a Chair.

8.10 **No person** may **be appointed as** an arbitrator who **has** been involved in an attempt to negotiate or **settle** the grievance, **except as** herein **provided**.

8.11 No matter may **be** submitted to arbitration which **has not been** properly carried through all requisite **steps** of the grievance procedure.

- 8.12 The Arbitration Board shall not **be** authorized to make any decision inconsistent with **the** provisions of **this** Agreement, or to alter, modify, add to or amend **any** part of **this** Agreement.
- 8.13 The proceedings of the Arbitration Board will **be** expedited **by** the parties. The decision of the majority, **and** where there *is* no majority, the decision of the Chair, will be final **and binding** upon the parties hereto and the employee(s).
- 8.14 Each of the parties will bear the expense of *its* nominee, **and** the parties will share equally the fees and expenses of the Chair of **the** Arbitration Board.
- 8.15 The time limits set out **in this** Article are mandatory and failure to comply strictly with such time limits, except **by the written** agreement of the parties, shall result in the grievance being deemed to **have** been abandoned.
- 8.16 The parties to **this** agreement **wish** to encourage the settlement of grievances **as soon as is possible** and, wherever possible, without resort to arbitration. For these reasons:
1. The parties are encouraged to take advantage of the process for mediation/arbitration as provided for in S. 50 of the Labour Relations Act, 1995 (R.S.O. 1995 as amended) (the "**Act**").
 2. When the parties do not elect to **use** S. 50 of *the* Act in the period immediately following the **referral** of a matter to arbitration, the parties will commence a period of review. During this time they will **each** seek informed opinion with respect to the matter **in** dispute and consider whether the issues involved are **such** that the assistance of a mediator, or some form of early intervention, may **be** helpful. It is **expected that this will** occur within the first **sixty** (60) calendar days following referral of the matter to arbitration, avoiding the **delay** and **costs** that result from **this** process occurring immediately prior to an **established** hearing date.
- 8.17 Where "arbitration board" is referred to **in the** Agreement, the parties may mutually agree in writing to **substitute** a **single** arbitrator for the Arbitration Board at the **time of** reference to arbitration and the other provisions referring to arbitration **board** shall appropriately apply.
- 8.18 Notwithstanding the time limits as set out herein, in the interest of bringing the matter to an expeditious conclusion, where the decision or response **is** provided **in less** than the number of **days** provided above, any subsequent response will measure from the receipt of the response.

ARTICLE 9 - LETTERS OF REPRIMAND AND ACCESS TO FILES

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

ARTICLE 10 - SENIORITY AND SERVICE

10.0 **I** Probationary Period

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

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

10.02 Seniority List

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

10.03 Seniority Accumulation

- (a) Not applicable **to** full-time.
- (b) Full-time employees will accumulate seniority on the **basis** of their continuous **service** in the bargaining unit **from the last** date of hire, except **as** otherwise provided in the **collective** agreement or previous **collective** agreements. (The foregoing is **for** clarity only and therefore

does not modify an employee's level of seniority under this collective agreement or **previous** collective agreements.)

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

10.04 Transfer of Seniority

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

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

10.05 Effect of Absence

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

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

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

It **is** further **understood** that during **such** absence, credit for seniority shall **be suspended** and not accrue during the period

of absence. Notwithstanding this provision, seniority shall accrue for a period of thirty (30) months if an employee's absence is due to **disability** resulting in WCB or LTD benefits.

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

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

10.06 Application of Seniority on Layoff and Recall

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

10.07 Layoff and Recall Rights

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

10.08 Retention & Accumulation of Seniority on Transfer Outside Bargaining Unit

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

- (a) a **period of less** than eighteen (18) months or **such** longer period as the parties may agree upon or;
- (b) a specific **term** of appointment, **including** temporarily replacing an employee **outside** the bargaining unit

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

10.09 Loss of Service and Seniority

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

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

E -- Seniority (Local)

E -- 1 *Seniority is a principle of granting preference to employees for promotion, developmental opportunities, transfers, demotions, layoffs, and recall after layoffs, in accordance with length of accumulative service, but only when all other qualifications necessary to fill the requirement of the job are equal as shown in Article 13.06 hereof. Seniority means the relative ranking of the employees as determined by the respective length of accumulated service with the Hospital.*

- E -- 2 Seniority lists shall be posted on March 31st and September 30th in each year. Once the list is posted, employees will have 15 days to identify inaccuracies, after which time such lists as amended will be deemed to be correct. The amended list shall be reposted on April 30th and October 31st.**
- E - - 3 The Hospital agrees to recognize a seniority committee, comprised of two (2) members to be elected or appointed from the bargaining unit. It is understood that all matters relating to seniority shall be referred to this committee.**

ARTICLE 11 - LAYOFF AND RECALL

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

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

- (a) provide the Union with **no less** than 5 months notice.
- (b) commencing at the time that notice is given to the Union, and prior to the giving of written notice to the employees **if possible**, jointly evaluate, plan and review:
 - the reason **causing** the layoff
 - the service the Hospital **will** undertake after the layoff
 - how the Hospital **intends** to effect the lay-off, including areas where layoffs **will** occur, and which **employees** will *be* laid off
 - **ways the Hospital** can **assist** employees to **find** alternate employment.
 - ways **and** means of avoiding or minimizing the impact, including:
 - < identifying and reviewing **possible** alternatives to any action that the **Hospital** may propose taking;
 - < identifying and reviewing **ways** to **address** on-the-job retraining needs of employees;

- < identifying vacant positions within the Hospital for which **surplus** members of the bargaining unit might qualify, *or* **such** positions which are currently filled but which are expected to become vacant within a twelve (12) month period.
- < Identifying Contracting in opportunities.
- < Mapping bumping options for affected employees, to the extent **possible**.

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

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

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

Employees **shall be** entitled to 3 months written notice of permanent or long term layoff. To **assist** the employee in this **process**, layoff notices will contain, where **possible**, specific information on **bumping** options. It is agreed and understood that Regulation 327, Section 7, of the Employment Standards Act applies. It is further agreed that notice to both the Union and the employees may run concurrently.

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

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

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

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

11.04

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

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

- 11.05 Where an employee **has his** or her shift cancelled, the employee **shall not be** entitled to displace another employee.
- 11.06 An employee who **displaces** an employee *in* a lower paying classification **will** be placed on the salary **grid** of the lower classification consistent with the level he **would have** achieved in the lower classification **based** on his service **and** experience with the Hospital.
- 11.07 An employee **shall** have opportunity of recall from a layoff to an available opening **in his** or her former classification, or **an equal** or lower paying classification than the one from which the employee **was** originally laid off, in order of **seniority, provided** he/she has the qualifications and ability to perform *the* work, before **such** opening **is** filled on a regular **basis** under a job posting procedure. **The** posting procedure in the collective agreement shall not **apply** until the **recall** process has **been** completed. An employee who is recalled **shall be credited** with the seniority he/she had at the time of the layoff.
- 11.08 An employee recalled to work in a different classification from which he **was** laid off, or an employee who has **displaced** an employee in a lower classification shall be entitled to return to the position he held prior to the layoff **should** it become vacant within twenty-four **(24)** months of the layoff, provided that the employee remains **qualified and** able to perform the **duties** of **his** former position.
- No new **employees shall be hired** until all **those** laid off have been given an opportunity to **return** to work and have **failed** to do **so, in** accordance with the **loss of** seniority provision, or have been found unable to perform the work available.
- 11.09 The Hospital shall notify *the* employee of recall opportunity **by** registered mail, **addressed** to the last **address** on record with the Hospital { which notification shall **be deemed to be** received on the fifth day following the date of mailing). The notification **shall** state the job to which the employee is eligible to **be** recalled **and** the **date** and time at which the employee **shall** report for work. The employee *is* **solely responsible** for **his** proper **address being on** record with the Hospital.

- 11.10 Where there ~~is~~ an available opening which has not been **filled** in accordance with Article 11.07, an employee who **has** either accepted a layoff or is under notice of layoff and **is** unable to displace any other employee **will be** given an opportunity for on-the-job retraining of up to 6 months, subject to the staffing requirements of the **hospital**, ~~if~~, with the **benefit** of such retraining, the employee could reasonably **be** expected to **obtain** the qualifications and ability to perform the work. Such opportunities will **be** provided in **order** of seniority. During the period of on-the-job retraining the recall period will continue to apply from the original **date** of layoff. If, following the period of on-the-job ~~retraining~~ the employee has not obtained the qualifications and ability to perform the work, the employee **will** be returned to the recall ~~list~~ or will be terminated in accordance with Article 10.09 (c).
- 11.11 In the event that **an** employee who has been **laid** off and is placed on a recall list **is** assigned, by the Hospital, ad hoc **shins** or to **a** temporary vacancy, she will retain, **but** not accumulate her seniority **and** service **held at** the time of layoff. Employees in **such assignments** will be treated **as** part-time. Where an employee **is** recalled pursuant to Article 11.06, she will receive credit for service **and** seniority for **shifts** worked under this provision. **Any** assignments under this provision will be offered on a voluntary **basis**.
- 11.12 (a) Local Human Resource Plans will **apply** to Health Services Restructuring Commission directives. In other circumstances, **the** balance of **this** Article **will apply**.
- (b) Before **issuing** notice of long *term* layoff pursuant to Article 11.03, **and** following notice pursuant to Article 11.01 (a), the Hospital will make offers of **early** retirement allowance in accordance with the following conditions:
- i) The Hospital will **first** make offers in order of seniority in the departments(s) **and in classifications** where layoffs **would** otherwise occur. The Hospital will offer the same number of early retirements **as** the number of **lay-offs** it would otherwise make.
 - ii) The Hospital will make offers to employees eligible for **early** retirement under the Hospital pension plan (including regular part-time, if **applicable**, whether or not they participate in the **hospital** pension plan).
 - iii) If no employees on the unit affected accept the offer, the Hospital will then **extend** the offer to other employees in the same classification **as** that being affected in the bargaining unit in order of seniority.

- iv) The number of **early** retirements the Hospital approves will not **exceed the** number of employees in that classification who would otherwise be **laid off**.

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

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

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

ARTICLE 12 -TECHNOLOGICAL CHANGE

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

The Hospital agrees to **discuss** with the Union the effect of such technological changes on the employment status of employees and to consider practical **ways** and means of minimizing the adverse effect, if any, upon employees concerned.

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

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

ARTICLE 13 - JOB POSTING. PROMOTION AND TRANSFER

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

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

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

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

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

Employees newly hired to **fill such** temporary vacancy **will** not accrue seniority **during** the filling of such vacancy. If such employees **successfully** post into a permanent position within the **bargaining** unit, prior to the end of

the non-posted **vacancy**, they will be credited with seniority from their last date of hire. The release or **discharge of such** employee at the completion of the **temporary vacancy shall not be** the subject of a grievance or arbitration.

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

prior **to** considering persons outside OPSEU Paramedical bargaining units at the **Hospital**. The employees eligible for consideration shall **be** limited to those employees **who have applied for** the position in accordance with Article 13, and selection shall **be** made in accordance with Article 13.06. **All** provisions of Article 13 will apply to employees selected in accordance with **this** provision.

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

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

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

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

P -- Job Posting -- Promotion and Transfers (Local)

P -- 1 Effective immediately, all employees affected by a change of status i.e. new hires, promotions, demotions, developmental assignments etc. shall receive written notification that designates their term of employment, i.e. status, salary, duration etc.

ARTICLE 14 - LEAVES OF ABSENCE

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

14.01 **Personal Leave**

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

14.02 Union Business Leave(a) Local Union Business Leave

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

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

(b) Union Position Leave - F.T.

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

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

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

14.03 Bereavement Leave

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

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

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

14.04 Jury and Witness Duty

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

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

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

14.05 (a) Pregnancy Leave

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

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

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

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

(iii) Transfer of Pregnant Employees

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

(b) Parental Leave

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

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

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

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

- (iii) Where an employee has become a natural father or has qualified to adopt a **child** and **has** at **least 10** months of **service** at the commencement of **his/her** approved parental leave, **such** employee may be entitled to extend the parental leave **up to an** aggregate of six (6) months without pay. **Such** employee shall **advise** the Hospital as far in advance **as possible** of their qualifying **to** adopt, and shall **request** the leave of absence **in writing** upon receipt of confirmation

of the pending adoption. Such request for an extension of the parental leave shall not **be** unreasonably withheld.

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

14.06 Education Leave

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

14.07 Pre-Paid leave

(For details on Pre-Paid Leave see Article 29.04)

F-- Leaves of Absence (Local)

F -- 1 All leaves of absence granted by the Hospital shall be in writing and shall be for a limited and specified time.

ARTICLE 15 - SICK LEAVE AND LONG-TERM DISABILITY

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

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

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

- 15.03 The Hospital further agrees to pay employees an amount equal to any loss of benefits **under** HOODIP for the first *two days* of the fourth and subsequent **period of absence** in any calendar year.
- 15.04 Effective **April 1, 2000**, employees with **4 or more** years service will **be paid** at the **100%** benefit level for all incidences of **absence** covered by HOODIP.
- 15.05 **Any** dispute which may **arise** concerning an employee's **entitlement** to short-term or long-term **benefits under** HOODIP may **be** subject to grievance and arbitration under the provisions of **this** Agreement.
- 15.06 An employee who *is* absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Worker's Compensation for a period longer than one complete **pay** period may apply to the Hospital for payment equivalent to the *lesser of the* benefit the employee **would** receive from Workers' Compensation if the employee's claim **was** approved, or the benefit to which the employee would be entitled **under** the short term **sick** portion of the **disability** income plan (HOODIP or equivalent plan). Payment will **be** provided only if the employee provides evidence of disability satisfactory to *the Hospital and* a written undertaking satisfactory to the Hospital that **any payments** will be refunded to the Hospital following final determination of the claim by **The Workers'** Compensation Board. **If** the claim for Workers' Compensation is not approved, the monies paid as an advance will be applied towards the **benefits** to which the employee would **be entitled** under the short term portion of the **disability** income **plan**. **Any** payment under this provision will continue for a maximum of fifteen (15) weeks.
- 15.07 Sick leave banks **standing** to the credit of an employee **shall** be utilized to supplement payment for sick leave days which would otherwise **be** paid at **less than full wages**, or for sick leave days at **no wages**.
- 15.08 Pay out *of* **sick** leave **credits shall** be made on termination of employment or, in the **case** of death, to the employee's **estate**. **The** amount of the payment **shall** be a **cash** settlement at the employee's then current salary rate for any unused sick credits to the maximum provided under the previous accumulating **sick** leave credit plan.
- 15.09 Where **an** employee, employed **as** of the effective date of the transfer to HOODIP or equivalent, **did** not have the required service to qualify for pay out on termination, **he shall be** entitled to **the same pay** out provisions **as** set out in **Article 15.06** above, **providing** he subsequently achieves the necessary service to **qualify** for pay out **under** those **provisions**.
- 15.10 Where **an** employee, **with** accumulated **sick** leave credits remaining, **is** prevented from working for the Hospital because of an occupational illness or accident that **is recognized by** the Workers' Compensation Board **as**

compensable within the meaning of the Workers' Compensation Act the Hospital, on application from the employee, will supplement the award made by the Workers' Compensation Board for loss of wages to the employee by such amount that the award of the Workers' Compensation Board for loss of wages, together with the supplementation of the Hospital, will equal one hundred percent (100%) of the employee's net earnings to the limit of the employee's accumulated sick leave credits. Employees may utilize such sick leave credits while awaiting approval of a claim for Workers' Compensation.

- 15.1 ■ 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.

G -- Sick Leave and Long Term Disability (Local)

- G -- 1 Employees shall immediately notify their department/unit when unable to be at work because of injury or illness.**
- G -- 2 In calculating sick days, only those days on which the employee would have worked shall be counted,**
- G -- 3 It is understood that no employee shall be required to divulge personal medical information to their directors, supervisors or their designees.**

ARTICLE 16 - HOURS OF WORK & OVERTIME

16.01 Work Week and Work Day

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

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

- (b) Not applicable to full-time.

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

16.02 Rest Periods

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

16.03 Overtime Definition

Overtime **shall be** defined as being all hours worked in *excess* of the normal or standard work day, or in **excess** of the normal or standard work week. The overtime rate **shall be one and one-half** (1 1/2) **times** the regular straight time hourly rate of **pay**.

16.04 Overtime/Call Back Accumulation

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

16.05 || B|

if an employee **is** authorized to work, **during** the lunch **break**, due to the requirements of patient care, he **will be paid** time **and** one-half (1 1/2) **his** regular straight time hourly rate for all time **worked** in **excess** of *his* normal **daily** hours.

H -- Hours of Work and Overtime (Local)

- H -- 1** *For the purposes of Article 16.01 (a) the averaging period for hours of work will be seventy-five (75) hours in a two (2) week pay period.*
- H -- 2** *Employees who work overtime which results in less than eight (8) hours rest after the completion of their overtime period and the commencement of their next regular shift, may take time off to enable them to have a full eight (8) hour rest period between such overtime*

period and commencement of work on their regular shift.

- H -- 3** *No full-time employee shall be scheduled more than three (3) weekends in a eight (8) week period.*
- H -- 4** *Employees shall not be scheduled to work more than 7 consecutive days without receiving 2 consecutive days off. Special scheduling arrangement may be considered with the agreement of the Union.*
- H -- 5** *No employee shall be required to be off on a regularly scheduled day of work in order to equalize any overtime worked, but this clause shall not prevent the Hospital from requiring an employee to be off on his next regularly scheduled shift, or part shift when the efficiency of the employee, in the opinion of the Hospital, may be impaired through excessive overtime work,*
- H -- 6** *As per Article 16.04, employees may accumulate overtime/callback hours in their lieu time bank. All hours in excess of three (3) days shall be paid out on a one hundred and twenty (120) day cycle.*
- H -- 7** *The minimum hours between the commencement of an employees' scheduled shift and the commencement of the employees' next scheduled shift shall be twenty (20) hours.*
- H -- 8** *Normal scheduling conditions may be altered between the period of December 15th and January 15th to accommodate special scheduling arrangement, subject to a meeting to review the same between the Union and the Hospital.*
- H -- 9** *"Tour and Standby schedules shall be posted in advance, except in cases of emergencies beyond the control of the Hospital, for a period of eight (8) weeks minimum. Any changes to an employees' posted schedule (except in an emergency) shall not be made without mutual agreement through direct communication with the person involved. The Hospital will give twenty-four (24) hours' notice of the cancellation of a scheduled shift, The schedules shall correlate with the Hospitals' pay period".*
- H -- 10** *Employees who work two (2) or more night shifts shall be scheduled off for a minimum of a thirty (30) hour period beginning from the completion of their last scheduled night shift and the commencement of their scheduled shift.*
- H -- 11** *Employees shall be allowed the trading of days off or of shifts with another employee of their own classification, subject to the approval of the immediate supervisor. Such mutual exchanges shall be in writing and shall not require the Hospital to pay overtime rate of pay, or any additional compensation not otherwise payable.*

ARTICLE 17 - PREMIUM PAYMENTS AND TRANSPORTATION/MEAL ALLOWANCE

17.01 Standby

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

17.02 Call Back

An employee who **is** called to work after leaving the Hospital premises and **outside** of his regular **scheduled hours**, shall be **paid** a minimum of no less than two (2) hours' **pay** (except those Hospitals where **2 1/2 or 3 hours is** applicable; **such** hospitals shall appropriately reflect the applicable hours in this article) at time and one-half (1 1/2) **his** regular straight time hourly rate for work performed **on** each call-in. In the event that **such** two (2) hour period overlaps and extends into **his** regular **shift** he will receive the two (2) hour guarantee payment at time and one half (1 1/2) **and his** regular hourly rate for the remaining hours of **his** regular shift. The reference to leaving the Hospital **premises** referred to above **will** not be **applicable** where an employee remains in the Hospital **on standby** arrangement with the Hospital.

17.03 Shift Premium

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

17.04 Weekend Premium

An employee shall be paid a weekend premium of one dollar and thirty-five cents (\$1.35) per hour for **each** hour **worked** between 2400 hours Friday to

2400 hours Sunday or such other 48 hour period that the Hospital may establish. If an employee **is** in receipt of **premium** payment pursuant to a **local scheduling** regulation with respect to consecutive **weekends** worked, he will not receive weekend premium under **this** provision.

17.05 Meal Allowance

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

17.06 Transportation Allowance

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

17.07 Responsibility Pay

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

17.08 Time Off Between Shifts

Failure to **provide** the minimum number of hours between the commencement of **an** employee's scheduled **shift** and *the* commencement of such **employee's** next scheduled **shift shall** result in payment of one **and** one-half (1 1/2) times the employee's regular straight time hourly rate for only those hours which reduce the minimum hour **period**.

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

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

17.09 Change of Schedule

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

17.10 No Pyramiding

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

N -- Transportation

N -- 1 *The Hospital will pay transportation costs either by taxi or by his own vehicle at the rate of thirty cents (\$.30) per km to a maximum of fifteen dollars (\$15.00) per trip for call-back and the Hospital will pay the rate of thirty cents (\$.30) per km for assignments. Transportation expenses are to be submitted for payment on a monthly basis.*

N -- 2 *Upon reporting to work, if the employee is required to work at more than one site in a day, the employer shall provide parking tokens, in the absence of the employee having purchased a parking card.*

ARTICLE 18 - PAID HOLIDAYS

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

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

lieu days **shall** be determined locally and shall be set out in the Appendix of Local Provisions.

- 18.03 Where the employee is required to work on a paid **holiday** for which he is paid at the rate of time and one-half (1 1/2) his regular straight time hourly rate and is required to work additional **hours** following the full shift on that day (but not including hours on a **subsequent** regularly scheduled tour for such employee) he **shall** receive two (2) times his regular straight time hourly rate for such additional hours worked.
- 18.04 An employee who qualifies to receive pay for any **holiday** will not be entitled, in the event of **illness**, to receive **sick** pay in addition to holiday pay in respect of the **same** day.

1 -- Paid Holiday (Local)

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
August Civic Holiday	Christmas Eve
2 Floating Holidays	

The floating holidays shall have the following conditions applied.

- 1 -- 1a) The holiday shall be requested in writing by the employee and the answer will be given in writing as soon as practical,*
- 1 -- 1b) Where there is competing requests between 2 or more employees as to the chosen date, seniority shall be the governing factor, subject to the efficient operation of the Hospital.*
- 1 -- 2 If a paid holiday is observed on his/her regular day off, he/she shall be granted a lieu day off with pay to be taken within 120 days, on a date to be selected by mutual agreement or it shall be paid out at the prescribed rate.*
- 1 -- 3 In order to qualify for payment of any of the previous holidays, an employee is required to work his last regular shift immediately preceding the holiday and his next regular 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 previously listed paid holidays which occurs during such absence.*

ARTICLE 19 - VACATIONS

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

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

Employees below the Registered Technologist classification who have completed **less** than one **(1)** year of continuous service shall **be entitled** to a vacation on the **basis** of **.83 days** per month for each completed month of service with pay in the amount of **4%** of **gross earnings**.

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

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

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

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

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

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

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

J -- Vacations (Local)

J -- 1 *It ~~is~~ understood and agreed that the Hospital will grant employees in*

accordance with seniority, preference in selecting their vacation periods but such option must be exercised without delay or be lost and of necessity the Hospital must reserve the final decision as to the scheduling of vacations.

- J -- 2** *Effective March 1, 2001, only three (3) weeks vacation may be taken at any one time during the period of June 1st to September 1st. Exceptions may be granted by the supervisor if operationally feasible.*
- J -- 3** *Should a holiday fall during an employee's vacation period, then the employee shall be entitled to an extra day's vacation, This may be granted at the discretion of the Department Manager or his designee.*
- J -- 4a** *Vacation entitlement shall be prorated on a bi-weekly basis and the available hours shall be recorded on each employee's pay stub. Generally, employees should be encouraged to take vacation within a twelve (12) month period from the time it is earned. Exceptions will be allowed in extenuating circumstances with the written approval of the employee's Director.*
- J -- 4b** *At no time can an employee accrue in excess of two (2) years of vacation entitlement.*
- J -- 4c** *Upon implementation, employees, who currently have in excess of two (2) years of earned vacation must schedule, with their supervisor, to use the outstanding balance by December, 2001.*
- J -- 5a** *Employees will submit requests for vacation by March 1st of each year. All vacation approvals will be posted by April 1st of each year, Unresolved conflicts between employees in the same unit requesting the same times will be decided on the basis of seniority. vacation requests made after March 1st will be granted on a first come first served basis.*
- J -- 5b** *Vacations can be amended if there are changes to the schedule rotation pattern. Requests will be reviewed on a seniority basis.*
- J -- 6** *In the event of a temporary shutdown (closure: e.g. Christmas or summer) the employee shall have the option of using vacation allotment.*

ARTICLE 20 - HEALTH AND WELFARE BENEFITS

- 20.01 The Hospital agrees to contribute towards the premium coverage of participating eligible employees in the active employ of the Hospital under

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

(a) Semi-Private Hospital insurance

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

(b) Extended Health Care

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

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

(c) Dental

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

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

(d) Group Life Insurance

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

(e) Same Sex Partner Coverage

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

20.02 Change of Carrier

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

20.03 Pension

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

20.04 Divisible Surplus

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

20.05 Not **Applicable** to Full-Time20.06 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.

K -- Health and Welfare Benefits (Local)

- K -- 1** *if an employee is not receiving any salary or other remuneration from the Hospital, then the contribution shall be made by the employee, however, where the employee is on an approved leave of absence, he may participate in any or all of the above plans by contributing the full premiums in advance, subject to the maximum restrictions presently in force in the Ontario Hospital Association Group Life insurance Plan.*
- K -- 2** *Notwithstanding the above, the Hospital will continue to pay the employer portion of the premium payments while an employee is on EI. prior to the commencement of Long Term Disability and while on LTD, to a maximum of 30 months from the date the absence began. This provision is effective for persons whose absence begins on or after April 1, 2000.*
- K -- 3** *Benefits on Layoff, to a maximum period of twelve (12) months. The Benefits offered will be Extended Health and Dental. This provision is effective for employees whose actual layoff date is on or after April 1, 2000. 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.*

ARTICLE 21 - MODIFIED WORK

- 21.01 In order to facilitate a **safe** return to work, in compliance with the *Workplace Safety and Insurance Act*, the *Ontario Human Rights Code*, the collective agreement and other **applicable** legislation, the parties will endeavour to provide fair and **consistent** practices to accommodate employees who are ill, injured or permanently **disabled**.
- 21.02 Where the Hospital **and** the Union agree, the Hospital may implement modified/rehabilitative work **programs** in order to **assist** employees returning to work following **illness** or injury. To facilitate these programs, it is understood and agreed that provisions of the collective agreement may, where agreed, **be** varied. **The** specific terms of the program will be **signed** by the Hospital **and** the Union.

ARTICLE 22 - CONTRACTING OUT

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

ARTICLE 23 -WORK OF THE BARGAINING UNIT

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

ARTICLE 24 - CONTINUING EDUCATION

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

department/program requirements. The sub-committee may make recommendation(s) to the Hospital.

ARTICLE 25 - COMPENSATION

- 25.01 When a new classification in the bargaining unit *is* established by the Hospital, or the Hospital makes a substantial change in the **job** content of an existing classification, the Hospital shall **advise** the Union of such new or substantially changed **classification** and the rate of **pay** which *is* established. If **so requested** within thirty (30) calendar days of such advice, *the* Hospital agrees **to** meet with ~~the~~ Union to permit the Union to make representations with respect to the appropriate **rate** of pay, **providing** any such meetings **shall** not delay the implementation of the new or **substantially** changed classification. Where the Union challenges the rate **established** by the Hospital **and** the matter is not resolved following the meeting with the Union, the matter may be referred to arbitration in accordance with the arbitration provisions contained in **this** collective agreement, it being understood that any arbitration **board shall** be limited to **establishing** an appropriate rate based on the relationship **existing** among other classifications within the **Hospitals** (which **are** covered by the O'Shea award) and the duties and responsibilities involved. It ~~is~~ further understood and agreed that when determining the appropriate rate, primacy must *be* given to the relationship between **job** classifications **covered** by this collective agreement and that such relativity must be maintained. Each change in the rate established by the **Hospital** either through meetings with the Union or **by** a Board of Arbitration shall be retroactive from the time at which the new or substantially changed classification was **first filled**.
- 25.02 Claim for recent related experience, if **any**, **shall** be made in writing **by** the employee **at** the time of hiring **on** the application for employment form or **otherwise**. The employee **shall** cooperate with **the** Hospital by providing verification **of** previous experience. The **Hospital will** credit the employee with one increment **on** the salary scale for every two years of recent, related, full-time experience, **as** determined **by** the Hospital, **to** a maximum of two increment levels below the maximum of the **salary scale**.
- 25.03 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.

L -- Compensation (Local)

- L - 1** *The Hospital is free to grant merit increases in addition to the maximum stated in the above schedules.*

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 adapt Central Language in their collective agreement, with the exception of the agreed upon Superior **Conditions (see 1 above)**.
- 3) The Superior Conditions will remain in force for a maximum **period** of the duration of the two Central Agreement terms **following** the expiry of the Central Agreement in force at the time that the Local Parties joined the Central Process.
- 4) The Local Parties have **only one** opportunity to join the Central **Process with** the protection of these Superior Conditions. Should they leave the Central **Process and** later rejoin, **they will not** have access to the same opportunity.

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

ARTICLE 27 - MULTI-SITE ISSUES

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

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

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

ARTICLE 28 - JOB REGISTRY

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

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

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

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

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

ARTICLE 29 - MODEL SCHEDULING AGREEMENTS and PRE-PAID LEAVE

29.01 Extended Tours

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

MODEL AGREEMENT WITH RESPECT TO EXTENDED TOUR ARRANGEMENTS

MEMORANDUM OF AGREEMENT

Between: The Hospital -

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

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 (12) **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 (12) **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 (72) hours, except in those hospitals which have a standard work day of less than seven and one-half (72) hours in which case holiday pay will be based on the standard daily hours in that hospital.

Article 8 - Vacation

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

Article 9 - Local Provisions

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

Term

This Agreement shall be (Specify Term).

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

Dated this ___ day of _____, 19__.

For the Union

For the Hospital

29.02 Innovative/Flexible Scheduling

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

MODEL AGREEMENT WITH RESPECT TO INNOVATIVE
SCHEDULING/FLEXIBLE SCHEDULING

MEMORANDUM ~~OF~~ AGREEMENT

Between: The **Hospital** -

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

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

Dated **this** __ **day of** _____, 19__.

For the Union

For the Hospital

29.03 **Job Sharing Arrangements**

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

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

MODEL AGREEMENT WITH RESPECT TO
JOB SHARING

MEMORANDUM OF AGREEMENT

Between: The Hospital -

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

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 ServiceFull-Time Only

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

(i) Assignment on Return

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

(j) Withdrawal Rights

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

(ii) On Leaving Employment

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

(k) Replacement Employees

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

(l) Plan Year

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

(m) Status of Replacement Employee

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

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

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

M -- Health Examinations (Local)

- M -- 1** *When required by the Hospital, the employees will submit to a physical examination, stool examination and/or culture, including laboratory test, x-rays, inoculations and vaccinations: it being understood that examinations may be conducted by the employees' 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. 1982, Chapter 865, and amendments thereto and/or regulations thereto.*

O -- Uniforms (Local)

- O -- 1** *The Employer agrees to maintain its present policy with regard to supplying and laundering lab coats to members of if's staff.*

Q -- Pagers (Local)

- Q -- 1** *Employees required to carry a pager and not allowed to leave the Hospital premises during unpaid meal breaks shall be compensated at the overtime rate of time and one-half (1 1/2).*

DURATION AND RENEWAL

- .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:
- .02 (a) In the event the parties to **this** Agreement agree to negotiate for its renewal through the process of central bargaining, either party may give notice to the other of **its** desire to bargain for the renewal of this Agreement within **120 days** prior to the termination date of this Agreement. Negotiations on local matters shall take place during the period from 120 to 60 days prior to the termination date of this Agreement. **It is** understood and agreed that "local matters" means those matters **which** have been determined **by** mutual agreement between the central negotiating committees representing each of the parties to **this** Agreement as being subjects for local bargaining directly between the parties to this Agreement. **It is also** agreed that local bargaining **shall** be subject to such procedures **as** may be determined **by** mutual agreement between the central negotiating committees referred to above.
- (b) In the event the parties to **this** Agreement do not agree to negotiate for its renewal through the process of central bargaining, either party may notify the other within the period from ninety **days** to **sixty days** preceding the expiry **date** of this Agreement that **it desires to** amend or terminate **this** Agreement. If notice of amendment or termination **is** given **by** either party, the other party **agrees** to meet for the purpose of negotiations within thirty (**30**)**days** after the giving of notice, **if so** requested.
- It is** further understood that the central negotiating committees will meet in the **sixth** month **prior to** the termination of this Agreement to convey the intentions of their principals **as to** participation in central negotiations, if any, and to determine the conditions for such central bargaining.
- Proposals on central **issues shall** be **exchanged by** the central negotiating committees **on** a date set out in the Memorandum of Conditions for Joint Bargaining. Negotiations on central matters shall take place during the period commencing **90 days** prior to the termination of **this** Agreement

LETTER of INTENT - CENTRAL JOINT ACTION COMMITTEE

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

A Central Committee will be established to identify and **pursue** opportunities to work together **in** these **regards**, The Committee **wilt 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 **wilt include**, but **is not limited** to, the following:

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

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

LETTER OF INTENT - CENTRAL BARGAINING

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

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

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

Signed at Toronto, Ontario the ____ day of _____, 2000

FOR ONTARIO PUBLIC
SERVICE EMPLOYEES UNION

FOR THE PARTICIPATING HOSPITALS

NEW WARE GRIDS from SETTLEMENT REACHED FEBRUARY 26, 2000

REGISTERED TECHNOLOGISTS & ABOVE

WAGE SETTLEMENT: 2%, 2%, 2.5%+ .5%

Registered Technologists

	Current	1-Apr-99	1-Apr-00	1-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
6	\$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
B	\$25.54	\$26.05	\$26.57	\$27.37

Occupational Therapist/Physiotherapists

	Current	1-Apr-99	1-Apr-00	1-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	\$27.40
6	27.03	\$27.57	\$28.12	\$28.87

Senior Technologists

	Jan-98	Jan-98	Apr-99	Apr-00	Apr-01
	Base(RT)	+ 0% (current)	+ 2%	+2%	+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

Dieticians/BSW

	Current	1-Apr-99	1-Apr-00	1-Apr-01
START	19.13	\$19.51	\$19.90	\$20.50
1	20.25	\$20.66	\$21.07	\$21.70
2	21.35	\$21.78	\$22.21	\$22.88
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 Technologists

	Jan-98	Jan-98	Apr-99	Apr-00	Apr-01
	Base(RT)	+ 12% (current)	+ 2%	+2%	+2.5 & .5
START	\$18.14	***	***	***	***
1	\$19.04	***	***	***	***
2	\$19.79	\$22.16	\$22.61	\$23.06	\$23.75
3	\$20.61	\$23.08	\$23.54	\$24.02	\$24.74
4	\$21.43	\$24.00	\$24.48	\$24.97	\$25.72
5	\$22.25	\$24.92	\$25.42	\$25.93	\$26.71
6	\$23.07	\$25.84	\$26.36	\$26.88	\$27.69
7	\$23.90	\$26.77	\$27.30	\$27.85	\$28.69
8	\$24.71	\$27.68	\$28.23	\$28.79	\$29.66
9	\$25.54	\$28.60	\$29.18	\$29.76	\$30.66

Perfusionist

	Current	1-Apr-99	1-Apr-00	1-Apr-01
START	21.01	\$21.43	\$21.86	\$22.52
1	22.23	\$22.67	\$23.13	\$23.82
2	23.45	\$23.92	\$24.40	\$25.13
3	24.67	\$25.16	\$25.67	\$26.44
4	25.89	\$26.41	\$26.94	\$27.75
5	27.11	\$27.65	\$28.21	\$29.05
6	28.34	\$28.91	\$29.48	\$30.37

Psychologist

	Current	1-Apr-99	1-Apr-00	1-Apr-01
START	\$30.05	\$30.65	\$31.26	\$32.21
1	\$31.80	\$32.44	\$33.08	\$34.08
2	\$33.54	\$34.21	\$34.90	\$35.95
3	\$35.29	\$36.00	\$36.72	\$37.82
4	\$37.04	\$37.78	\$38.54	\$39.70
5	\$38.78	\$39.56	\$40.35	\$41.56
6	\$40.53	\$41.34	\$42.17	\$43.44

Biomedical Technologist

	Current	1-Apr-99	1-Apr-00	1-Apr-01
START	18.75	\$19.13	\$19.51	\$20.10
1	19.84	\$20.24	\$20.64	\$21.26
2	20.93	\$21.35	\$21.78	\$22.43
3	22.02	\$22.46	\$22.91	\$23.60
4	23.11	\$23.57	\$24.04	\$24.77
5	24.19	\$24.67	\$25.17	\$25.93
6	25.28	\$25.79	\$26.30	\$27.09

Pharmacists

	Current	1-Apr-99	1-Apr-00	1-Apr-01
START	\$23.81	\$24.08	\$24.56	\$25.30
1	\$24.92	\$25.42	\$25.93	\$26.71
2	\$26.29	\$26.82	\$27.35	\$28.18
3	\$27.68	\$28.23	\$28.80	\$29.67
4	\$29.06	\$29.64	\$30.23	\$31.14
5	\$30.45	\$31.06	\$31.68	\$32.63
6	\$31.83	\$32.47	\$33.12	\$34.11

Audiologists, Psychometrists, MSW, Speech Pathologists

	Current	1-Apr-99	1-Apr-00	1-Apr-01
START	21.82	\$22.26	\$22.70	\$23.39
1	\$23.09	\$23.55	\$24.02	\$24.75
2	\$24.36	\$24.85	\$25.34	\$26.11
3	\$25.62	\$26.13	\$26.66	\$27.46
4	\$26.89	\$27.43	\$27.98	\$28.82
5	\$28.16	\$28.72	\$29.30	\$30.18
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*

	Current	1-Apr-99	1-Apr-00	1-Apr-01
START	\$14.24	\$14.52	\$14.82	\$15.19
1	\$14.78	\$15.08	\$15.38	\$15.76
2	\$15.31	\$15.62	\$15.93	\$16.33
3	\$15.86	\$16.18	\$16.50	\$16.91
4	\$16.40	\$16.73	\$17.06	\$17.49

Technician 4*

	Current	1-Apr-99	1-Apr-00	1-Apr-01
START	\$18.87	\$19.25	\$19.63	\$20.02
1	\$19.58	\$19.97	\$20.37	\$20.78
2	\$20.30	\$20.71	\$21.12	\$21.54
3	\$21.02	\$21.44	\$21.87	\$22.31
4	\$21.73	\$22.16	\$22.61	\$23.06

2% in 2001

Technician 2*

	Current	1-Apr-99	1-Apr-00	1-Apr-01
START	\$15.80	\$16.12	\$16.44	\$16.85
1	\$16.40	\$16.73	\$17.06	\$17.49
2	\$17.00	\$17.34	\$17.69	\$18.13
3	\$17.60	\$17.95	\$18.31	\$18.77
4	\$18.19	\$18.55	\$18.92	\$19.40

Technician 5*

	Current	1-Apr-99	1-Apr-00	1-Apr-01
START	\$19.98	\$20.38	\$20.79	\$21.20
1	\$20.73	\$21.14	\$21.57	\$22.00
2	\$21.49	\$21.92	\$22.38	\$22.01
3	\$22.25	\$22.70	\$23.15	\$23.61
4	\$23.01	\$23.47	\$23.94	\$24.42

2% in 2001

Technician 3*

	Current	1-Apr-99	1-Apr-00	1-Apr-01
START	\$16.88	\$17.22	\$17.56	\$18.00
■	\$17.53	\$17.88	\$18.24	\$18.69
2	\$18.16	\$18.52	\$18.89	\$19.37
3	\$18.81	\$19.19	\$19.57	\$20.00
4	\$19.45	\$19.84	\$20.24	\$20.74

***NOTE:**

TECHNICIAN ■ = 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 (Cordio-Pulmonary, Audiology, Ophthalmic, Orthopaedic, Doppler Flow, Retinal Photographer)

TECHNICIAN 5 = Autopsy Master, Certified EEG/EMG/ENG/ECHO, Kinesiologist, Physical Fitness/Health Maintenance Worker

Local Agreement

between

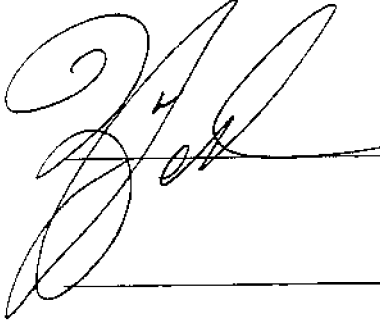
Ontario Public Service Employees Union
and its Local 659

AND

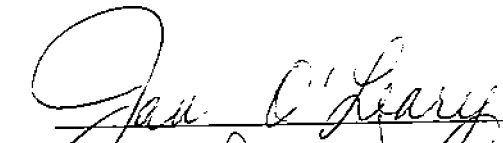
Hopital Regional de Sudbury Regional Hospital
Full-Time


Signed at Sudbury, Ontario the 10 day of August, 2000


For the Hospital

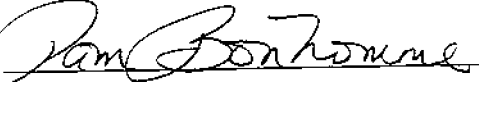


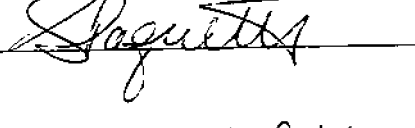
For the Union

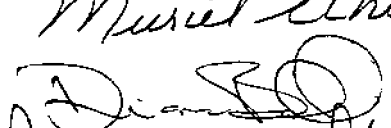


















Letter of Intent

Between

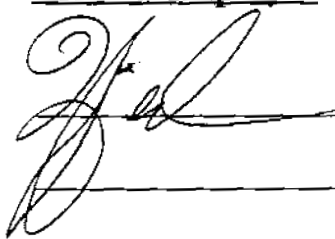
Sudbury Regional Hospital
and
Ontario Public Service Employees Union
Local 659

The Parties hereby agree to *the* following terms **and** conditions:

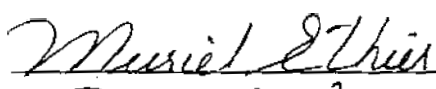
- 1. That the issues of Continuing Education, Professional Association and Multi-site defined in the Central Collective Agreement dated March 30, 2000 will be matters for discussion at *the* Labour/Management Meetings.
- 2. The parties **will** meet, at the request of either the Union or *the* Hospital, within ninety (90) days of the signing of the collective agreement, to discuss these matters.

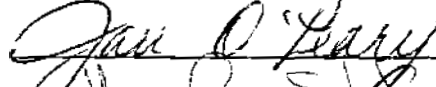
Dated at Sudbury, Ontario this *10* day of *August*, 2000


For the Employer

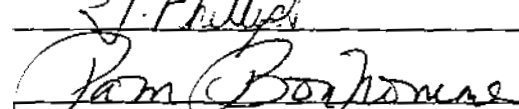



For the Union











LETTER OF UNDERSTANDING

Between

Sudbury Regional Hospital

And

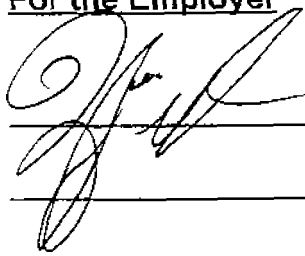
Ontario Public Service Employees Union
Local 659

The Hospital recognizes the number of hours required to fulfill the duties of the local President **as** it pertains to **meetings** with the employer and related **issues**. The local President or their designee **shall be** granted, on a **trial basis**, one **day per week** with pay as required, to attend to **Labour/Management issues**.

This agreement shall continue in effect until the 31st day of November, 2000, and shall continue **automatically thereafter** for annual periods of one year unless either party notifies the other in writing that **it** intends to amend or terminate **this Agreement**.

Dated at Sudbury, Ontario *this 10 day of August*, 2000

For the Employer



For the Union

Muriel Ethier

Jane Barry

J. Phillips

Jim Bonhomme

Sagette

MEMORANDUM OF AGREEMENT

Between
HOPITAL REGIONAL DE SUDBURY REGIONAL HOSPITAL
(Hereinafter Referred to as "the Hospital")

And

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(Hereinafter Referred to as "the Union")

ARTICLE 1 - SCOPE

- 1.01 The parties hereto acknowledge that the successor collective Agreements shall be the full-time and part-time collective Agreements between Sudbury Memorial Hospital and Ontario Public Service Employees Union and its Local 659.
- 1.02 To the extent that this Agreement conflicts with the terms of any subsisting collective Agreement between the parties, the terms of this Agreement shall prevail over the terms of the collective Agreements (unless otherwise specified) but only for such period of time as is necessary to effect rationalization/reconfiguration.
- 1.03 It is understood that this Labour Adjustment Plan will address the impact of the implementation on the hospitals' employees of the Directions at all work sites, including the transfer of programs to other hospitals/sites, the reduction in utilization rate, the reduction in the number of beds and the consolidation of acute services.

ARTICLE 2 - PROGRAM TRANSFERS

- 2.01 The Union will be notified as soon as a formal decision to transfer programs or consolidate services is taken.
- 2.02 As soon as possible, but prior to program transfers or consolidation of services, the parties shall meet to review and discuss the specifics in a manner that allows the Union an opportunity to provide input into the process. The following information shall be shared with the Union:
- a) a description of the tasks to be transferred and the location where the work will be performed;
 - b) an estimate of whether the new location will be temporary or permanent and the expected duration of any temporary relocation;
 - c) projected staffing needs
 - d) in the event that the transfer or consolidation will result in surplus staff, the parties will meet as per Article 6 of this Agreement.

ARTICLE 3 - WAGES AND BENEFITS

- 3.01 All employees in the bargaining units shall receive wages, benefits, vacation and paid holidays as specified by the successor collective Agreements except as specifically modified by this Article.
- 3.02 Previously non-union employees shall be placed on the wage grid for their classifications at the appropriate step for service in their classifications.
- 3.03 Where employees so placed enjoy wages higher than their proper place on the wage grid, their wages shall be frozen at the higher rate until such time as their service entitles them to placement at a step on the grid with a higher wage rate.
- 3.04 Where the employees' wage rates are higher than the maximum wage for the classification, they shall be red circled at the higher wage rate until the maximum wage for the classification exceeds the red circled rate.
- 3.05 The Employer shall provide the Union for each non-union employee joining the bargaining unit data showing their step on the salary grid, their length of service in the classification, their anniversary date for salary progression (for full-time employees) or the number of hours worked since their last salary progression (for part-time employees)
- 3.06 The Employer agrees to maintain all existing payroll deductions on the terms which existed on the effective date of this Agreement.

ARTICLE 4 - SENIORITY AND SERVICE

- 4.01 Seniority shall be calculated and applied equally to all employees in the bargaining units as provided by the successor collective Agreement.
- 4.02 A final seniority list integrating the seniority of all employees eligible for membership in the bargaining units shall be prepared and signed off as agreed and shall form the base point for all future seniority calculations.
- 4.03 Any non-union employee who falls within the scope of the bargaining unit will be credited with seniority for all time served in an O.P.S.E.U. equivalent position.
- 4.04 The ad hoc Union Management Committees established to review Laboratory Seniority at each work site shall continue the joint review of seniority calculation for all departments at each work site.

ARTICLE 5 - PROBATIONARY PERIOD

- 5.01 Any condition or restrictions on an employee's continued employment will continue to be in place for the required time period.

ARTICLE 6 - LABOUR ADJUSTMENT

6.01 If surplus staff are identified as a result of the restructuring process, the surplus employees and the Union will be provided notice in accordance with Article 13 of the Collective Agreement. The surplus employee on a seniority basis, may elect to:

- (a) accept layoff and be placed on a recall list for twenty-four (24) months in accordance with Article 13.04 of the collective Agreement; or
- (b) exercise the personal transition options in accordance with Article 10 of this Agreement; or
- (c) the employee may displace an employee who has lesser bargaining unit seniority and who is the least senior employee within his/her classification, identical paying classification, or lower paying classification in his/her discipline or department, if the employee originally subject to layoff can perform the duties of the least senior employee within his/her classification, identical paying classification, or lower paying classification in his/her discipline or department without training other than orientation of up to thirty-seven and one-half (37.5) hours or such greater period that the parties may agree to.
- (d) request a "redeployment option" in accordance with the following:

An employee may displace the most junior staff member working in the department requested, in accordance with the following:

- i) The employee has the seniority to displace the most junior staff member within his/her classification, identical paying classification, or lower paying classification working in the department requested.
- ii) An employee who accepts a "redeployment option" shall not be eligible to apply to any job posting for a period of twelve (12) months from completion of "Special Training".
- iii) Where the number of employees wishing to exercise the "redeployment option" exceed the allowable displacements, redeployment options will be implemented on a staggered basis, with the most senior employees being the first to move into the positions. Employees waiting to exercise their redeployment option shall be eligible to exercise their rights under Article 13 of the collective Agreement.
- iv) Up to 300 hours of training will be provided for the purpose of allowing the individual to satisfactorily assume the duties of the "redeployment option", if, with the benefit of such training, the employee could reasonably be expected to obtain the qualifications and ability to perform the work. If, following the period of on-the-job training the employee has not obtained the qualifications and ability to perform the work, the employee may re-elect an option in accordance with Article 6.01(a) or (b).

The amount of "Special Training" a "redeployed" employee receives, shall be determined by the Director responsible for the department after discussion with the employee involved.

- (e) The allowable displacement will be ten percent (10%) of department staff divided equally between full-time and part-time. In the event that less than 10 employees work in a department, the allowable displacement will be 1 full-time employee and 1 part-time employee.

It is understood that prior to making a change to the allowable displacements, the Parties shall meet and agree to such change. The Hospital agrees to consult the Monitoring Committee for displacements over ten percent (10%).

- (f) It is acknowledged that where the application of seniority permits, workers who are qualified as SUBJECT MLT will be given preference for the positions which fit those qualifications over workers whose broader qualifications permit different work assignments.

5.02 Where a laid-off employee is eligible for recall to a vacant position, he/she shall be entitled to training in accordance with item (d) above.

5.03 The hospital recognizes that during the restructuring process employees will be exposed to unfamiliar environments including new facilities, equipment, procedures etc. Accordingly the hospital will provide appropriate training and/or orientation to employees as required. This process will ensure that employees become familiar with their new surroundings and that they may work in a safe environment.

Any concerns or issues arising in this area will be discussed at the Labour Management meetings.

ARTICLE 7 - JOB POSTING

7.01 As bargaining unit vacancies arise that the Hospital intends to fill, the following procedures will apply:

- (a) all bargaining unit vacancies will be posted in accordance with Article 15 of the collective Agreement simultaneously at all sites;
- (b) the employer will provide to the Local Union President a copy of the job postings;
- (c) should any position as outlined in (a) above, not be filled after the job posting procedure has been exhausted, and the successful internal applicant comes from outside the bargaining unit but in the employ of the new corporation they shall be credited with any seniority previously earned in an O.P.S.E.U. equivalent position and resume accumulation from the date of their return to the bargaining unit;
- (d) employees who accept a severance package under this Agreement irrevocably surrender their recall rights and, should they be rehired at a later date, start as new hires.

ARTICLE 8 - MONITORING/DISPUTES RESOLUTION COMMITTEE

8.01 The purpose of the Monitoring/Disputes Resolution Committee is to:

- (a) provide for full and timely communications to aid the parties in implementation;
- (b) where necessary, make recommendations to their respective principles for amendments or extensions to this Agreement;
- (c) serve as a dispute resolution process.

8.02 The composition of the Committee shall be:

- three (3) representatives from the Hospital;
- one (1) representative from C.F.S.E.U. from each hospital/site, or as otherwise agreed between the parties.

Those members of the Committee who may also be employees of the Hospital shall not suffer loss of earnings for attendance at meetings of the committee.

8.03 The Committee shall determine the frequency of meetings and shall operate on the basis of consensus.

ARTICLE 9 - DISPUTES RESOLUTION PROCESS

9.01 Disputes which arise regarding the interpretation or application of this document, will be processed as follows:

- (a) The complainant must set out all particulars related to the dispute in writing and deliver it to the Disputes Resolution Committee within seven (7) calendar days.
- (b) The Disputes Resolution Committee must meet within seven (7) calendar days of receipt of the written complaint to resolve the issue.
- (c) If the meeting fails to produce a resolution to the complaint, satisfactory to all involved parties, the complainant has seven (7) calendar days to request arbitration and advise the other parties.
- (d) A sole arbitrator will be selected from a list of four (4) arbitrators mutually agreed upon by the parties. Additional arbitrators will be added to the list if necessary.

David Kates
Richard Verity
Robert Joyce
Felicity Briggs

Selection will be based on a rotational basis dependent upon the availability of the arbitrator to hear the issue within twenty-one (21) days of notification and to respond within fourteen (14) days of the hearing.

- (e) The arbitrator will be a "mediator-arbitrator" and must first engage the parties in mediation efforts before making a final and binding decision, if necessary.
- (f) Arbitration will take place within the framework of the Ontario Labour Relations Act. The arbitrator will not have the authority to add to, modify or delete any part of this Agreement, nor issues related to the redeployment obligations within this Agreement.
- (g) The fees and expenses of the arbitrator shall be divided equally among the

ARTICLE 10 CAREER TRANSITION

10.01 Every reasonable effort shall be made by the parties to minimize layoffs.

10.02 The following personal transition options will be made available to all employees affected by program transfers.

PERSONAL TRANSITION OPTIONS

- i) The Hospital will offer early retirement allowance to a sufficient number of employees eligible for early retirement under HOOPP within the classification(s) in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the number of employees within the classification(s) who would otherwise receive notice of layoff.
- ii) 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, and any partial year of service, to a maximum ceiling of twenty-six (26) weeks and, in addition, full-time employees shall receive a single lump sum payment equivalent to \$1,000.00 for each year less age 65 to a maximum of \$5,000.00 upon retirement.
- iii) Where the employee who elects an early retirement option in accordance with this provision is part-time, their retirement allowance will be based upon their regular average weekly salary calculated over the twelve (12) months immediately preceding their last day of work.
- iv) Employees will be given the option of accepting their retirement allowance in a single lump sum payment or in the form of salary continuance.
- v) The Hospital will provide to full-time employees who elect to accept their early retirement allowance by way of salary continuance benefits on the same basis provided to active employees for semi-private, extended health care and dental benefits. All other benefit entitlement shall cease effective the end of their last day of work.
- vi) The Hospital will provide to full-time employees who elect early retirement and have not yet reached age 65 and who are in receipt of the Hospital's pension plan, benefits on the same basis as it provided to active employees for semi-private, extended health care and dental benefits. All other benefit entitlement shall cease effective the end of their last day of work. The Hospital will contribute the same portion towards the billed premiums of these benefit plans as it

- vii) The early retirement full-time employee's share towards the billed premiums of the insured benefit plans will be submitted by utilization of post-dated cheques, direct deposit or in a manner satisfactory to both parties.
- viii) Employees who elect early retirement will be required to execute a full and final release in the form attached and labelled Appendix 1.

(b) Voluntary Severance

- i) Where an employee submits a resignation from employment which is effective within one month (30 days) after receiving notice of layoff that his or her position will be eliminated, he or she shall be entitled to a separation allowance of two (2) weeks salary for each year of continuous service to a maximum twelve (12) weeks pay, and on production of receipts from an approved educational program within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of \$3,000.00.
- ii) Where the employee who resigns in accordance with this provision is a part-time employee, their separation allowance will be based upon their regular average weekly salary calculated over the twelve (12) month period immediately preceding their last day of work.
- iii) Where an employee resigns later than thirty (30) days after receiving notice of layoff that his or her position will be eliminated, he or she shall be entitled to a separation allowance of four (4) weeks salary and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of \$1,250.00 dollars.
- iv) Employees who elect ~~early retirement~~ ^{Voluntary Severance} will be required to execute a full and final release in the form attached and labelled Appendix 1.

(c) The Hospital shall submit voluntary exit options and early retirement programs with Employment Canada in an attempt to register as a work force reduction program. Employees should contact Employment Canada with respect to their eligibility for benefits.

10.03 Pre-retirement counselling will be made available to employees electing early retirement options.

10.04 In addition to 10.02(b)(i) and (ii) above, any employee accepting a Voluntary Exit Option shall have access of up to \$2,950.00 in accordance with the reimbursement for restructuring costs as established by the Ministry of Health.

ARTICLE 11 - TERM

11.01 This Agreement shall become effective upon signing and shall continue in effect until December 31, 2001 or such later date as may be set by the Hospital Services Restructuring Commission as the deadline for the completion of the Sudbury Hospital Restructuring.

11.02 The parties shall meet within ninety (90) days prior to the expiry of this Agreement to determine whether there are sufficient issues remaining from the restructuring process to continue this Agreement in effect and the length of any required extension.

11.03 Should the contents of this Agreement be substantially altered by external forces the parties agree to renegotiate appropriate changes to this Agreement

Signed at Sudbury, Ontario this 28 day of MAY, 1998

FOR THE UNION

FOR THE HOPITAL REGIONAL DE SUDBURY
REGIONAL HOSPITAL

J. Phillips

[Signature]

LOCAL 659

SUDBURY MEMORIAL HOSPITAL

G.M. Lussier

LOCAL 651

LAURENTIAN HOSPITAL

Janice Fili

LOCAL 660

SUDBURY GENERAL HOSPITAL

Donald Mallette
[Signature]

LETTER OF UNDERSTANDING

Between

HOPITAL REGIONAL DE SUDBURY REGIONAL HOSPITAL
(hereinafter referred to as the "Hospital")

And

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(Local 659)
(hereinafter referred to as the "Union")

The Hôpital Régional de Sudbury Regional Hospital and the Ontario Public Service Employees Union Paramedical full-time and part-time units Local 659 hereby agree to the following terms and conditions as a result of the Implementation/Monitoring Committee meetings:

1. Seniority

- a) the parties agree to establish a working committee comprised of three members from both sides to finalize an integrated seniority list from all three sites for employees in each bargaining unit (full-time and part-time).
- b) the committee will meet throughout July and finalize the list by August 31, 1998. The list will be reviewed by the Monitoring committee for final approval.
- c) The working group will also review and make recommendations on the appropriate classification level and grid placement for all previously non-unionized employees.
- d) Upon final review and approval of the Monitoring Committee, the list will be posted until September 30, 1998 during which period employees may question their individual seniority.
- e) In the event no complaints are submitted by September 30, 1998, the seniority credit listed shall be deemed to be correct until a subsequent list is posted.
- f) Questions or complaints may be submitted to Marion Searle (Human Resources Department - Memorial Site) in writing prior to September 30, 1998, setting out an explanation of your situation, including the site and department in which you work and a contact phone number in the event that clarification of the information given is required.

2. Vacation

- a) Employees at the Laurentian and St. Joseph's Health Centre Sites will have their vacation accruals calculated as at July 1, 1998. The parties agree that this accrued vacation bank (hereinafter referred to as the AVB) will be tracked separately and shall be fully depleted within a twenty four (24) month period from July 1, 1998. The scheduling of vacation will be determined at the local level between the supervisor and the employee. The 24 month period may be extended if agreed to between the employee and his/her supervisor.
- b) For purposes of clarity, it is understood that for the period covering July 1, 1998 to June 30, 1999, employees from the St. Joseph's Health Centre and the Laurentian site will be required to use vacation from their AVB. For the period of July 1, 1999 to June 30, 2000 and for all subsequent periods, employees will first use the vacation accrued from the previous year before being required to use vacation time from their AVB. Upon the depletion of the AVB, employees may use accrued vacation from the current year.
- c) The vacation schedule will now run from July 1 to June 30 of each year and shall be taken in accordance with the provisions of the Collective Agreement.
- d) Vacation requests approved prior to July 1, 1998 will be honoured.

3. Holidays

All employees who fall within the scope of the bargaining units shall maintain their current provisions regarding holidays until December 31, 1998 at which time the appropriate Article of the local 659 collective Agreement shall be the effective provision.

4. Sick leave, Injury and Disability

- a) All employees who fall within the scope of the paramedic bargaining units shall be registered in the HOODIP plan effective July 2, 1998.
- b) Employees previously not covered by the HOODIP plan will have their sick bank hours frozen effective July 1, 1998. Employees will use their sick bank to top up the HOODIP sick benefits to 100% of their regular salary. Upon reaching the 100% sick pay benefits (4 years from the date of entering the HOODIP plan) employees will, at their request, have the option of having the remaining balance of sick time, if any, paid out to them at the July 1, 1998 rate.

e) In the event of termination of employment, any outstanding balance will be paid out to the employees.

5. Rate Adjustment

The hourly rate adjustment resulting from the adoption of the Memorial classification and wage schedule will be effective July 1, 1998. Implementation will take place as soon as possible upon the determination of the appropriate classification and grid placement as per Article 3 of the Labour Adjustment plan.

6. Union Representation

a) It is mutually agreed that during the restructuring period, the number of Stewards for each bargaining unit (full-time and part-time) shall be set out as follows:

Diagnostic Imaging	1 per site
Pathology	1 per site
Respiratory Therapy	1 per site
Dietician	1 per site
Pharmacy	1 per site

b) Article 8 of the Local Collective Agreement shall be effective once the hospital is operating on one site.

SIGNATURES:

Signed at Sudbury, Ontario this 18th day of August, 1998

FOR THE HOSPITAL

FOR THE UNION

[Signature]
[Signature]
[Signature]
[Signature]
Murray L. Seale
G. Tate

Donald MacLellan
[Signature]
[Signature]
Larry Phillips
[Signature]
[Signature]

LETTER OF UNDERSTANDING

Between

HOPITAL REGIONAL DE SUDBURY REGIONAL HOSPITAL
(hereinafter referred to as the "Hospital")

And

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(Local 659)
(hereinafter referred to as the "Union")

The Hôpital Régional de Sudbury Regional Hospital and the Ontario Public Service Employees Union Paramedical full-time and part-time units Local 659 hereby agree to the following:

- 1 Notwithstanding Article 6.01 (b) of the Labour Adjustment Plan, the parties agree that the early retirement and voluntary severance option in Article 10 may be made available at the discretion of the employer prior to the issuance of any surplus notice to staff or to the Union.
- 2 For purposes of clarity, it is understood that should the Hospital announce that it is interested in receiving applications for early retirement and voluntary severance from employees in the paramedical bargaining unit, approvals will only be granted to the extent that the number of interested employees equals the number of anticipated lay-offs for any one unit or department.
- 3 In the event the number of interested candidates exceeds the number of anticipated reductions, employees will be selected in order of seniority.
- 4 The parties agree to include in Article 10 (a) of the Labour Adjustment Plan the option of receiving 2 weeks salary for each year of service, and any partial year of service, to a maximum ceiling of fifty-two (52) weeks without the continuation of benefits as described in Article 10 (a) v and vi.
- 5 The parties agree to amend Article 10 b i) of the Labour Adjustment Plan increasing the maximum separation allowance to sixteen (16) weeks from twelve (12) weeks.
- 6 The parties agree to continue to work through the monitoring committee to facilitate the process of reassigning and training staff in order to minimize lay-offs, in accordance with the Labour Adjustment Plan and the Collective Agreements.

SIGNATURES:

Signed at Sudbury, Ontario this 18th day of August, 1998

FOR THE HOSPITAL

Alan Burnett

A. Murphy

Louis Indigetto

Marian Seavee

H. Tate

FOR THE UNION

V. P. S. L.

Spagnetta

Terry Phillips

Jan Kiki

R. M. Lawrence

Donald Hallett

LETTER OF UNDERSTANDING

Between

HOPITAL REGIONAL DE SUDBURY REGIONAL HOSPITAL
(hereinafter referred to as the "Hospital")

And

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(Local 659)
(hereinafter referred to as the "Union")

The Hôpital Régional de Sudbury Regional Hospital and the Ontario Public Service Employees Union Paramedical full-time and part-time units Local 659 hereby agree to the following:

1. Where less than the full complement of a unit or program is required to transfer and/or work at a different site, the selection of staff to be assigned to the new location shall be made on the basis of the person with the most seniority.

SIGNATURES:

Signed at Sudbury, Ontario this 18 day of August 1998

FOR THE HOSPITAL

FOR THE UNION

[Signature]
Maurice Seear

[Signature]
G. Tate

[Signature]
Luis Colletti

[Signature]
R. Macpherson

[Signature]
Grant Brunell

[Signature]
J.M. Hennessy

[Signature]
Joe Kiki

[Signature]
Terry Phillips

[Signature]
Suzanne Paquette

[Signature]
R. S.W.

[Signature]
Donald MacIntyre

Memorandum of Settlement

between

Diagnostic Imaging Department
of
Hôpital régional de Sudbury Regional Hospital (HRSRH)
(herein referred to as the "Hospital")

and

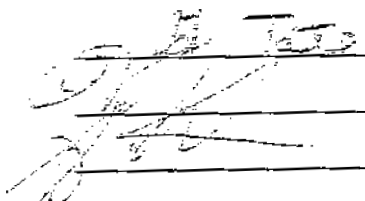
Ontario Public Service Employees Union
(herein referred to as the "Union")

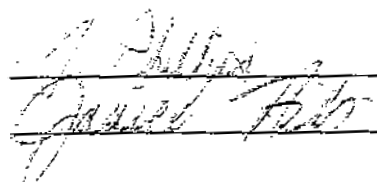
Re Less Than 7.5-Hour Shifts in Diagnostic Imaging

The Hospital and the Union agree to the following:

1. shifts of less than 7.5 hours may be scheduled prior to the consolidation of services on a single site;
2. the number of less than 7.3-hour shifts as set out in the attached schedule, dated 13/04/99, shall not be increased without the prior agreement of the Hospital and the Union. The Hospital reserves the right to alter the start and end time of the less than 7.5-hour shifts;
3. this agreement expires on the date services are consolidated on a single site;
4. the Hospital and the Union will meet and renegotiate the terms of this agreement when 75% of the Diagnostic Imaging staff are located on one site.
5. The Union agrees to withdraw the grievance dated February 25, 1999.

DATED in Sudbury this 27 day of February, 1999.
FOR THE HOSPITAL FOR THE UNION





Attachment: (1)

18/06/99

H Tate

CURRENT

General Duty Radiology Schedule

Laurentian Site

<u>Weekdays</u>							<u>Weekends</u>							
<u>Room</u>	<u>Days</u>	<u>Hrs</u>	<u>Aftern</u>	<u>Hrs</u>	<u>Nites</u>	<u>Hrs</u>	<u>Yearly Hours</u>	<u>Days</u>	<u>Hrs</u>	<u>Aftern</u>	<u>Hrs</u>	<u>Nites</u>	<u>Hrs</u>	<u>Yearly Hours</u>
Gastric	08:00-16:00	7.5	14:00-21:00	7.5			3784.5	08:00-16:00	7.5					780
							0							0
O.R.	08:00-16:00	7.5					1957.5							0
	09:00-17:00	7.5					1957.5							0
Mammo	08:00-16:00	7.5					1957.5							0
	09:00-17:00	7.5					1957.5							0
General	08:00-15:00	6.5					1696.5							0
Clinical Inst.	08:00-16:00	7.5					1566							0
General							0							0
General							0							0
general							0							0
TOTAL							14877							780
								TOTAL						15,657

STANDBY COVERAGE :RADIOLOGY ONLY weekdays 21:30-08:00 and weekends 15:30 - 08:00))
No call C.T.)

CURRENT

General Duty Radiology Schedule

S.I.H.C Site

Room	Weekdays					Weekends					Yearly Hours		
	Days	Hrs	Aftern	Hrs	Nites	Hrs	Aftern	Hrs	Nites	Hrs			
O.R.	07:15-15:15	7.5	15:30-23:30	7.5	23:30-07:30	7.5	07:30-15:30	7.5	15:30-23:30	7.5	23:30-07:30	7.5	2340
Gastrics	08:00-16:00	7.5	14:00-22:00	7.5	23:30-07:30	7.5	09:00-17:00	7.5	17:00-01:00	7.5	23:30-07:30	7.5	2340
General	09:00-17:00	7.5	(C.T. tech)						16:00-21:00	4.5			520
General	08:00-12:30	4.5											0
Clinical Inst.	08:00-16:00												0
General	09:00-13:00	4					TOTAL						5200
Neuro/C.T.	07:30-15:30	7.5											
							GRAND						
							TOTAL						23,079
TOTAL													17,879

STANDBY COVERAGE : C.T. ONLY (Monday thru Friday 01:00-08:00 and weekends 16:00-08:00)

13:04 99
y J. K. K.

13.04.99
H J K

PROJECTED

General Duty Radiology Schedule

S.J.H.C. Site

Room	Weekdays					Weekends					Yearly Hours	
	Days	Hrs	Aftern	Hrs	Yearly Hours	Days	Hrs	Aftern	Hrs	Yearly Hours		
O.R.	07:15-16:15	7.5	15:30-23:30	7.5	5872.5	07:30-16:30	7.5	15:30-23:30	7.5	23:30-07:30	7.5	2340
Gastica	08:00-16:00	7.5	14:00-22:00	7.5	5872.5	09:00-17:00	7.5	17:00-01:00	7.5	23:30-07:30	7.5	2340
General	08:00-17:00	7.5	(C.T. Tech)		1957.5			13:00-21:00	7.5			780
Float	08:00-16:00	7.5			1867.5							0
Clinical Inst.	08:00-16:00	7.5			1867.5							0
REBIRTH	09:00-13:00	7.5			1044	TOTAL						6450
Neuro/C.T.	07:30-15:30	7.5			1957.5	GRAND						0
					0	TOTAL						24,122
TOTAL					19,892							

STANDBY COVERAGE :C.T. ONLY (Monday thru Friday 01:00-08:00 and weekends 16:00-08:00)

PROJECTED

General Duty Radiology Schedule

Laurentian Site

Room	Weekdays					Weekends					Yearly Hours	
	Days	Hrs	Aftern	Hrs	Yearly Hours	Days	Hrs	Aftern	Hrs	Yearly Hours		
Gastica	08:00-16:00	7.5	13:00-21:00	7.5	3915	09:00-16:00	7.5					780
O.R.	08:00-16:00	7.5			1957.5							0
General	08:00-17:00	7.5			1957.5							0
Mamm	08:00-16:00	7.5			1957.5							0
Float	08:00-17:00	7.5			1957.5	TOTAL						780
Clinical Inst.	08:00-16:00	7.5			1957.5	GRAND						0
General	08:00-16:00	7.5			1566	TOTAL						16,049
General					0							0
General					0							0
TOTAL					15,288.5							

STANDBY COVERAGE :RADIOLOGY ONLY weekdays 21:30-08:00 and weekends 15:30 - 08:00)

No call (C.T.)

J. J. K
13-04-99

71%
PROJECTED

General Duty Radiology Schedule

Memorial Site

Room	Weekdays							Weekends						
	Days	Hrs	Aftern	Hrs	Nites	Hrs	Yearly Hours	Days	Hrs	Aftern	Hrs	Nites	Hrs	Yearly Hours
O.R.	07:30-16:30	7.5					1957.5	08:00-16:00	7.5					760
Float	08:00-16:00	7.5					1957.5							0
ACU	08:00-16:00	7.5					1957.5							0
Rm. 2	08:30-16:30	7.5					1957.5							0
Float	07:30-16:30	7.5					1957.5							0
Angio-Split	10:00-16:00	7.5					1957.5							0
General (O.R)							0							0
General			16:00-20:00	4			1044							0
Clinical Inst.	08:00-16:00	7.5					1957.5							0
							0							0
TOTAL							14,746.50							760
								TOTAL						15,527

STANDBY COVERAGE : ANGIO CATH/LAB ONLY

> will assist in accomm. amb care workload

A. J. de
13.04.99

**General Duty Radiology Schedule
Summary - half shift reductions**

Fixed Hours

SITE	CURRENT	PROJECTED	VARIANCE	%VARIANCE
SJHC	23,079	24,122	(1,043)	-5%
MEMO	15,135	15,527	(392)	-3%
LAUR	15,657	16,049	(392)	-3%
TOTAL			(1,826)	

13.04-99
 H. J. L.

CURRENT

General Duty Radiology Schedule

Memorial Site

Weekdays								Weekends						
Room	Days	Hrs	Aftern	Hrs	Nites	Hrs	Yearly Hours	Days	Hrs	Aftern	Hrs	Nites	Hrs	Yearly Hours
O.R.	07:30-15:30	7.5					1957.5	08:00-16:00	7.5					780
Float	08:00-16:00	7.5					1957.5							0
ACU	08:00-16:00	7.5					1957.5							0
Rm.2	08:30-16:30	7.5					1957.5							0
FLOAT	08:00-14:30	7.5					1566							0
Angio-Split	10:00-18:00	7.5					1957.5							0
General (O.R)							0							780
General			16:00-20:00				1044							
Clinical Inst.	08:00-16:00	7.5					1957.5							
							0							
							0							
TOTAL							14,355.00							
														15,135

STANDBY COVERAGE : ANGIO CATH/LAB ONLY

Total: 1x partial shifts @ 3 sites

ONTARIO LABOUR RELATIONS BOARD

3721-97-R L'Hôpital régional de Sudbury Regional Hospital Corporation, Applicant v. C.U.P.E., Local 161 & 1023, and Ontario Public Service Employees Union, Responding Parties v. Ontario Nurses' Association, Intervenor.

BEFORE: Mary Ellen Cummings, Vice-Chair, and Board Members J. A. Ronson and D. A. Patterson.

DECISION OF THE BOARD: July 13, 1998

1. The style of cause is hereby amended to reflect the correct name of one of the responding parties: "Ontario Public Service Employees Union".

2. This is an application pursuant to sections 69 and 1(4) of the Labour Relations Act, 1995 (the "Act"). In a decision dated June 25, 1998, the Board gave effect to the outcome of representation votes that had been ordered by the Board.

3. By letter dated July 13, 1998, counsel for the Ontario Public Service Employees Union ("OPSEU") noted that the decision contained an error. The bargaining rights held by OPSEU are held centrally, not by the locals. In accordance with the Board's powers of reconsideration, the June 25, 1998 decision is hereby replaced by this decision, which amends the style of cause and corrects the error.

Full-Time Paramedical Bargaining Unit

4. The bargaining unit is as follows:

all medical laboratory technologists and technicians, all radiology technologists and technicians, respiratory therapists and technicians, dietitians, pharmacy technicians, employed by Sudbury Regional Hospital Corporation in Sudbury, Ontario, save and except Assistant Technical Director or equivalent, and co-ordinators, supervisors, persons above the rank of supervisor, all other technical employees, persons regularly employed for not more than 24 hours per week, students employed during

Clarity Note:

the
representative
bargaining

For the purpose of clarity, it is noted that the parties further agree that Personnel Department employees are excluded from the bargaining unit.

TIME

C.U.P.E., Local 161 & 1023 was successful in the representation vote and, therefore, is declared the bargaining agent for the bargaining unit.

7.
the
expiration
statement
this
expiration

The Registrar will destroy the ballots cast in the representation votes taken in this matter following the expiration of 30 days from the date of this decision unless a statement requesting that the ballots should not be destroyed is received by the Board from one of the parties before the expiration of such 30 day period.

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The applicant is directed to post copies of this decision immediately, adjacent to all copies of the "Notice of Vote and of Hearing" posted previously. These copies must remain posted until the date that had been set for the hearing.

to
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e and

"Mary Ellen Cummings"
for the Board

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