

COLLECTIVE AGREEMENT

Between

**THE OTTAWA HOSPITAL
("HOSPITAL")**

AND

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION
("OPSEU")
ON BEHALF OF ITS LOCAL 464**

DURATION: APRIL 1, 2002 to MARCH 31, 2005

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ARTICLE 1 - PURPOSE

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

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

1.02 Scope and Recognition

The parties have agreed upon the following definition of the bargaining unit:

All paramedical employees of the Ottawa Hospital/Hopital d'Ottawa, save and except supervisors, persons above the rank of supervisor, Laboratory Scientists, Biochemists, Staff of the Ottawa Hospital Research Institute, Occupational Health and Safety Services Personnel, Radiation Safety Personnel, students and students employed during the school vacation period.

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.

2.02 "Employee" means an employee of the Ottawa Hospital for whom the union has bargaining rights.

2.03 "Regular full-time" employee is a member of the bargaining unit who is regularly scheduled to work the normal full-time hours referred to in the Hours of Work Article.

2.04 A Regular Part-Time employee is a member of the bargaining unit who regularly works less than the normal full-time hours referred to in the Hours of Work Article. The employee shall be provided with a full-time equivalency (FTE) which shall constitute the normal hours of work for the position. A regular part-time employee may elect to work "casual" hours in excess of his/her FTE, but such hours shall not form part of his/her FTE.

2.05.01 A casual part-time employee is a member of the bargaining unit who attends work when required subject to his availability. Casual part-time

employees are not regularly prescheduled to work but, rather work on an as needed basis.

- 2.05.02 Casual employees shall submit their availability, in writing, prior to the posting of the work schedule.

A casual employee is entitled to change his/her availability at any time prior to the offering of a shift but must immediately thereupon notify the Hospital.

A casual employee who accepts a shift shall have the same obligation to work that shift as a regular employee.

Opportunities for work shall be distributed on an equitable basis.

- 2.06 A "Temporary" employee is either a full-time or a part-time employee who:
- i) is employed for a specific purpose or task normally not to exceed six (6) months; or
 - ii) is employed as relief coverage for a permanent employee who is on authorized leave.

A permanent employee working in a temporary position/assignment remains a permanent employee.

- 2.07 "Hospital" means the Ottawa Hospital.

- 2.08 "Union" or "OPSEU" means the Ontario Public Service Employees' Union.

2.09 Conditions of Employment

- a) All employees shall notify the Human Resources Department on the form provided for this purpose, of change in name, address, telephone number, next of kin, marital status or any change in the number of dependents.
- b) Employees who are required to maintain certificates of registration under the Regulated Health Professions Act, shall present proof of certificates of registration to their manager within thirty (30) days of the date required by their respective college and maintain that certification in good standing.
- c) Medical examinations, re-examinations and any tests required under the Public Hospitals Act will be provided by the Hospital in compliance with the Regulations. The employee may choose her or his personal physician for all such examinations, unless the Hospital has a specific objection to the physician selected.

- d) All employees refusing without good and sufficient reasons to undergo vaccination or inoculation and other clinical procedures when required may be transferred to another job or placed on leave of absence without pay until the emergency is over. Should this vaccination, inoculation or other clinical procedure result in the employee feeling sick, the employer will take the necessary steps to file a WSIB claim on behalf of that employee. The words "other clinical procedures" refer to those covered by the Public Hospitals Act.

2.10 Definition of Layoff

Any reduction in the number of bi-weekly hours of work assigned to a position will constitute a layoff, except as identified in this article.

- (a) A permanent or long-term reduction that does not exceed 7.5 hours (0.1 FTE) in the bi-weekly hours of work assigned to a part-time position shall not constitute a layoff. Any subsequent permanent or long-term reduction in the bi-weekly hours of work assigned to that part-time position that takes place within twenty four (24) calendar months from the date of the original reduction in hours of work shall constitute a layoff.

Employees who have suffered a reduction in their normal hours of work as outlined in Article 2.10 (a) will have first right of refusal on any casual shifts up to their original bi-weekly number of hours within their job family, provided they are qualified and able to perform the work in the absence of training or orientation. Where this entitlement conflicts with other entitlements under Article 12.10, available assignments shall be offered on the basis of seniority.

- (b) A reduction in the number of hours of work that does not exceed 15 hours (0.2 FTE) in the bi-weekly hours of work assigned to a part-time position shall not constitute a layoff, provided:
 - i) Such reduction in hours lasts for four weeks or less; and
 - ii) The cumulative period the position suffers a reduction in hours does not exceed ten weeks in a calendar year.

This provision is separate from and does not encompass the cancellation of a part of a shift or single shift in accordance with the Cancellation of Shift article.

Employees who have suffered a reduction in their normal hours of work as outlined in Article 2.10 (b) will have first right of refusal on any casual shifts within their job family, up to their original bi-weekly number of hours, provided they are qualified and able to perform the

work in the absence of training or orientation. Where this entitlement conflicts with other entitlements under Article 12.10, available assignments shall be offered on the basis of seniority.

- (c) Prior to reducing hours in accordance with a) or b) (as applicable), the Hospital will attempt to reduce hours worked in the work area by utilizing the following options, in the order set out below:
 - i) Solicit employees in the work area to use vacation, lieu time, or voluntary reductions in hours;
 - ii) Reducing/eliminating hours of work for employees who do not possess seniority;
 - iii) Reducing/eliminating pre-scheduled hours of work for casual employees.
- (d) If the Hospital is unable to achieve its intended reduction in hours in accordance with c) above, the Hospital may reduce the hours of regular part-time employees as identified in a) or b) (as applicable) by reducing hours of work in the appropriate classification(s) (in order of reverse seniority) in the work area.

Where regular part-time hours are reduced in accordance with a), the employer shall reduce each affected regular part-time employee's hours by 0.1 FTE if more than one regular part-time employee is affected. Notwithstanding the previous sentence, the most senior regular part-time employee affected will suffer a reduction in hours only to the extent necessary, which may be less than 0.1 FTE.

Where regular part-time hours are reduced in accordance with b), the employer shall reduce each affected regular part-time employee's hours by 0.2 FTE if more than one regular part-time employee is affected. Notwithstanding the previous sentence, the most senior regular part-time employee affected will suffer a reduction in hours only to the extent necessary, which may be less than 0.2 FTE.

- (e) Except as identified in 2.10 a) and 2.10 b) above, there shall be no reduction in hours in the bargaining unit designed to prevent or lessen the impact of a layoff without the consent of the Union.

2.11 Translation and Printing of Collective Agreement

The parties agree that they will share equally the cost of translation and printing of the collective agreement. The parties will determine where the printing will be done and the number of copies to be printed. Both the French and English texts of this agreement shall be considered the official texts. Where a dispute involving the interpretation of a provision

of the collective agreement arises, the parties will refer to the text arrived at by the parties in the course of collective bargaining.

2.12 Work Area

“Work area” is defined as the geographic location where a group of employees who report to the same supervisor/manager normally perform their work.

ARTICLE 3 - MANAGEMENT RIGHTS

The Union recognizes that the management of the Hospital and the direction of the working force are fixed exclusively in the Employer and shall remain solely with the Employer except as specifically limited by a provision of this Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay off, recall and suspend or otherwise discipline employees, provided, subject to Article 9.06, that a claim by a employee that he has been discharged or disciplined without just cause may become the subject of a grievance.
- (c) determine, in the interest of efficient operation and highest standard of service, job rating or classification, the hours of work, work assignments, methods of doing the work and the working establishment for any service;
- (d) determine the number of personnel required, the services to be performed and the methods, procedures and equipment to be used in connection therewith;
- (e) make and enforce and alter from time to time rules and regulations to be observed by the employees, provided that such rules and regulations shall not be inconsistent with the provisions of this Agreement.

ARTICLE 4 - NO DISCRIMINATION OR HARASSMENT

4.01 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.

- 4.02 The parties agree to incorporate the provisions of the Ontario Human Rights Code with respect to discrimination in employment, and extend them where required to prohibit discrimination against any employee, by the Union or the Hospital, by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status, handicap, religious affiliation, or any other factor which is not pertinent to the employment relationship.
- 4.03 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 5 - NO STRIKE/NO LOCKOUT

- 5.01 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 6 - UNION SECURITY (Dues Deduction)

- 6.01 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.

- 6.02 Employees in classifications covered by the Union shall, as a condition of employment, become members of the Union and remain members according to the constitution and bylaws of the Union.
- 6.03 A copy of the dues checklist shall be sent to the Treasurer of the Local union.

- 6.04 By January 15th and July 15th of each year, the Hospital shall provide to the Union (Regional Office and Local President) an electronic copy of an updated list of bargaining unit employees including the following information: employee's name, seniority expressed in years to three decimal points, service expressed in years to three decimal points, status (full-time, regular part-time, or casual, temporary or permanent) department or program name, job classification title, active or on leave, hourly wage rate, hours worked year to date, campus, SIN, date of birth, sex, address, telephone number, unlisted number excepted.

ARTICLE 7 - REPRESENTATION AND COMMITTEES

7.01 Union Stewards

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

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

The Hospital will recognize up to one (1) steward per work area per campus.

The Union shall keep the Hospital notified in writing of the names of Union Stewards appointed or selected under this Article as well as the effective date of their respective appointments.

7.02 Grievance Committee

The Hospital will recognize a grievance committee comprising of members to be elected or appointed from the bargaining unit. There will be one (1) representative from each campus and one member from the Rehab Centre, in the event the Rehab Centre becomes part of the Ottawa Hospital, plus a Chairperson. The purpose of the committee is to deal with grievances as set out in this collective agreement.

In addition to the members of the committee identified above, the steward from the grievor's area may also attend grievance meetings while the

grievor's grievance is being discussed. While attending such meeting, the steward will be considered an ad hoc member of the grievance committee.

7.03 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. Unless otherwise agreed, the Committee shall meet once every month on a regular pre-determined basis. A request for a meeting hereunder will be made in writing at least fourteen (14) days prior to the date proposed, unless the meeting is called on an urgent basis and accompanied by an agenda of matters proposed to be discussed. Where a change in a pre-scheduled date is required, each Party will give the other Party as much notice as possible.

- (b) Part -Time Utilization Information

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

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

- (c) Professional Responsibility

- (i) The Parties have a mutual interest in the provision of quality patient care. Therefore, where an employee, or group of employees, covered by this agreement and governed by an Ontario College under the Health Disciplines Act, have cause to believe that they are being asked to perform more work than is consistent with proper patient care it is agreed by the parties that such workload problems may be discussed as follows:

- (a) A complaint must be filed with the manager or director in the work area/program. Within the affected work area/program, the Hospital shall schedule a meeting with the employee(s) to develop strategies to meet patient care needs using current resources. It is understood that the OPSEU Staff

Representative and OPSEU campus Vice President may attend such meeting.

- (b) Failing resolution of the issue(s), complain in writing to the Vice President within fifteen (15) calendar days of the filing of the complaint. The Vice President will meet with the OPSEU Staff Representative and OPSEU campus Vice-President to discuss the matter, and will deliver a written response within 15 calendar days.
- (c) If the parties are still unable to resolve the matter, the parties will meet with the Chief Executive Officer (CEO)/Chief Operating Officer (COO) within thirty (30) calendar days of referral to the CEO/COO to present the issues. The CEO/COO will notify the Union of the decision in writing within fifteen (15) calendar days.

7.04 (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, but not including, arbitration.

The negotiating committee will be comprised of a total of ten (10) members. (The Union shall keep the Hospital informed of the names of the employees so appointed.) In the event that the Rehabilitation Centre joins the Ottawa Hospital, the negotiating committee shall be increased by two (2).

(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.

7.05 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.

7.06 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 thirty (30) 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.

Interviews for employees who are transferred into the bargaining unit shall be scheduled by the Hospital with a union representative within thirty (30) days of the transfer.

7.07 Bulletin Boards

The Hospital shall provide glass enclosed bulletin boards with lock and key for the exclusive use of the Union at the following locations:

Civic Campus: Outside the main cafeteria, and in the vicinity of the level S elevator lobby of the Heart Institute

General Campus: In the proximity of the Cafeteria

Riverside Campus: In the proximity of the Administrative Offices

Such Bulletin boards may be used to post Union notices, including notices of Union meetings, elections, results of elections, Union appointments, and recreational and social affairs.

Information other than that listed above may be posted upon the approval of the Vice-President of Human Resources or designate.

ARTICLE 8 - ACCIDENT PREVENTION - HEALTH & SAFETY COMMITTEE

8.01 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.

- 8.02 Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as members of the Master Joint Occupational Health and Safety Committee at each campus representatives selected or appointed by the Union. The number of representatives will be in accordance with the terms of reference of such committee.
- 8.03 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.
- 8.04 The Hospital agrees to co-operate in providing necessary information to enable the Committee to fulfill its functions.
- 8.05 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.
- 8.06 Any representative appointed or selected in accordance with 8.02 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.

- 8.07 The Hospital accepts that one OPSEU member on each Master Joint Occupational Health and Safety Committee will be trained as a certified worker under the Occupational Health and Safety Act, to a maximum of one per campus per year. Any costs associated with the training of a certified worker will be paid by the Hospital, or as may be prescribed pursuant to the Occupational Health and Safety Act.
- 8.08 The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.

- 8.09 Where the Hospital identifies high risk areas where employees are exposed to infectious or communicable diseases for which there are available protective medications, such medications shall be provided at no cost to the employees who work in such high risk areas.

ARTICLE 9 - GRIEVANCE & ARBITRATION PROCEDURE

- 9.01 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.
- 9.02 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.
- 9.03 (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 nine (9) 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 nine (9) calendar days, it shall then be taken up as a grievance within the nine (9) 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 Union will provide a copy of the grievance to the employee's immediate supervisor. 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. The Hospital will fax a copy of the response to the Union.
- (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. The Union will fax a copy of the response to the Hospital.

9.04 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.

9.05 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.

9.06 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.

9.07 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.

- 9.08 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.
- 9.09 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.
- 9.10 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.
- 9.11 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.
- 9.12 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.
- 9.13 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).
- 9.14 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.
- 9.15 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.
- 9.16 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.
- 9.17 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.
- 9.18 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 10 - LETTERS OF REPRIMAND AND ACCESS TO FILES

- 10.01 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 a twelve (12) month period.
- 10.02 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 11 - SENIORITY AND SERVICE

11.01 Probationary Period

Newly hired employees shall be considered to be on probation for a period of sixty (60) tours worked from date of last hire (450 hours of work for employees whose regular hours of work are other than the standard workday). 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.

11.02 Seniority List

- a) A seniority list shall be maintained. The Hospital shall post such list and provide the Union with a copy, indicating the bargaining unit seniority, twice per year.
- b) The seniority list shall be posted and distributed in February and August.

11.03 Seniority Accumulation

Effective the September 17, 2001

- (a) (Applicable to part-time employees only)
 - i) Part-time employees shall have their seniority expressed on the basis of number of hours worked in the bargaining unit where 1650 hours = 1 year of full time seniority. (The foregoing is for clarity only and therefore does not modify an employee's level of seniority under this collective agreement or previous collective agreements.)
 - ii) Notwithstanding Article 11.03 (a) (i) seniority shall accrue during a pregnancy leave or parental leave. For the purposes of pregnancy leave and parental leave, seniority accrual shall be determined by multiplying the normal weekly hours plus casual hours times the number of weeks the employee is absent due to a pregnancy leave and/or parental leave up to a maximum of 52 weeks.
- (b) (Applicable to Full-time Employees Only)

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. One year equals 1650 hours worked of part-time seniority. (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.
- (d) No employee shall accrue seniority in excess of one (1) year of full-time entitlement (1650 hours worked of part-time entitlement) in a calendar year.

11.04 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.

11.05.1 Effect of Absence (Note: applies to part-time only)

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.

11.05.2 Effect of Absence (Note: applies to full-time only)

- (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 for the period in excess of thirty continuous calendar days; 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 in excess of thirty continuous calendar days. 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/WSIB or LTD benefits.

- ii) Notwithstanding Article 11.05 (a) (i), service and seniority will accrue for a maximum period of fifty-two (52) weeks if an employee's absence is due to a pregnancy and/or 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 fifty-two (52) weeks from the commencement of the leave while the employee is on pregnancy and/or 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.

11.06 Retention and Accumulation of Seniority on Transfer Outside Bargaining Unit

An employee who is transferred to a position outside the bargaining unit for a period of less than eighteen (18) months or such longer period as the parties may agree upon, 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 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.

An employee must remain in the bargaining unit for a period of at least three (3) months before transferring out of the bargaining unit again or he/she will lose all seniority held at the time of the subsequent transfer.

11.07 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 12.06 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 twenty (20) 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 thirty (30) 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 from the time the illness commenced. This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code.

ARTICLE 12 - LAYOFF AND RECALL

Note: Article 12 applies to full-time and regular part-time employees only.

12.01 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 written notice
- (b) commencing at the time that notice is given to the Union 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 could potentially be affected.
 - work schedules and the potential of reallocating hours of work between full-time and part-time employees.

-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.

12.02 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.

12.03 In the event of layoff, the Hospital shall lay off employees in 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.

Each affected employee 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 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 Parties agree to meet with the affected employee(s) within seven (7) calendar days after the Hospital has received written notification of the employee's choice of entitlement, in order to verify his/her choice or to discuss alternatives.

- 12.04 (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 within his or her classification, identical paying classification, or lower paying classification, if the employee originally subject to layoff can perform the duties of such employee without training other than orientation. Such orientation will not normally exceed 75 hours but will be determined by the nature of the orientation required in each work area.
 - (d) Opt to retire, if eligible, under the terms of the Hospital Pension Plan and elect to receive the early retirement allowance as outlined in Article 12.11(b)(iv).
 - (e) Opt to resign and receive a separation allowance as outlined in Article 12.11(c).
- (2) The Hospital shall provide the Union and the employee with at least 30 calendar days written notice of a planned closure or slowdown of any part of the Hospital of thirteen weeks or less that results in layoff. The notice to the Union and the Employee shall be concurrent and the absence of the employee will not extend the period of notice. The Hospital will provide as much notice as possible for other short-term layoffs.

The employer shall provide the union and the employee with the reason for the layoff and the anticipated duration. In addition the Hospital shall identify to the union the affected employees and agrees to meet with the union to discuss the layoff if requested.

An employee who is subject to layoff for a period not greater than thirteen weeks in any period of 20 consecutive weeks shall have the following entitlements:

- (a) accept the layoff. During this period of layoff the employee may elect to receive payment of some or all of his/her earned lieu time and/or 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.

- (b) Displace an employee who holds a position in his/her own classification, a lower or identical paying classification who has lesser bargaining unit seniority, if the employee originally subject to layoff can perform the duties of the less senior employee's position without training or orientation.

(c) Recall

Subject to the employee being able to perform the work available in the absence of training or orientation, recall shall be made in order of seniority. In the event of vacancies arising during the period of temporary layoff, such vacancies will be used for recall. If the position from which the employee was laid off is available at the expiry of the short term layoff, the employee will be returned to that position.

12.05 An employee who displaces an employee in a lower paying classification will be placed on the salary grid of the lower classification which will provide the greater salary:

- (a) consistent with the level he would have achieved in the lower classification based on his service and experience; or
- (b) at the highest step on the scale which would not exceed his pre-displacement salary.

12.06 An employee shall have opportunity of recall to an available opening as follows:

The posting procedure in the collective agreement shall apply, subject to the following modifications. An employee who is recalled shall be credited with the seniority he/she had at the time of the layoff and with any hours accumulated in accordance with Article 12.10.

- i) Employees on layoff with recall rights will automatically be considered for recall to every vacancy within their original job family.
- ii) Notwithstanding Article 14.06, an employee with recall rights shall be awarded the position in a vacancy within their original classification, an equivalent classification, or a lower classification provided he/she possesses the threshold levels of skill ability experience and relevant qualifications required and is more senior than the candidate(s) who would otherwise be awarded the position.
- iii) If an employee is successful in obtaining a position through the job posting process as identified in ii) above, this will constitute a recall from

layoff. Such employee will retain the right to be recalled to his/her original status (if the original status was regular full time), a comparable regular part-time position (a regular part-time position in the original classification within 0.1 FTE of the original regular part-time position), and original classification for a period of 24 months from the original layoff date.

For clarification purposes, employees who have been recalled to a different classification or status, or recalled to a part-time position that is not comparable to their original regular part time position must submit their application for all vacancies in order to be considered. As an employee with recall rights, such consideration will be on the basis of ii) above to the extent of such employee's recall rights but not for promotions.

- m) Temporary or casual employees shall not be considered for posted vacancies for which there are qualified employees with recall rights unless such employee with recall rights declines recall to that position.
- v) A regular part-time employee will not be awarded an additional regular part time position if his/her holding more than one regular part-time position prevents an employee with recall rights from being recalled to the vacancy. However, this will not prevent such regular part-time employee from posting into a regular part-time position if he/she relinquishes his/her original regular part-time position.
- vi) An employee's right to be recalled to a particular vacancy will not be extinguished under Article 11.07 (c) until the completion of the job posting and recall process for such vacancy if such vacancy is posted before the expiration date of his/her recall rights.

12.07 No new employees shall be hired into a classification until all employees on layoff with recall rights to that classification have been provided an opportunity to return to work.

12.08 (a) 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 have been 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. If the employee does not report for work in accordance with the time limits set out in Article 11.07(f), he/she shall be bypassed for the recall by the next most senior eligible employee with recall rights.

If an employee is absent from his/her mailing address and wishes to ensure he/she does not lose recall rights by failing to report to work in

accordance with Article 11.07 (f), he/she must notify the Hospital in writing in advance of the dates that he will be absent from the mailing address.

- (b) An employee on layoff who declines recall to her original classification and original status or a comparable regular part time position (a regular part-time position in the original classification within 0.1 FTE of the original regular part-time position) will lose all recall rights.

12.09 Where there is an available opening which has not been filled in accordance with Article 12.06, 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 11.07 (c).

12.10 Employees with recall rights who are not working in a position with as many hours as their original position may make themselves available for casual shifts. Such employees will be offered shifts within their original Job Family in order of seniority, provided they can perform such work without training or orientation. This entitlement will be extended to shifts within other Job Families within which the employee has recently worked provided the employee advises the applicable manager(s) in writing of their desire to work in such Job Family.

Employees on layoff with recall rights may make themselves available for temporary vacancies of less than six months. Such employees will be offered such temporary vacancies within their original job family in order of seniority, provided they can perform such work without training, or without orientation in excess of one (1) week. This entitlement will be extended to vacancies within other Job Families within which the employee has recently worked provided the employee advises the applicable manager(s) in writing of their desire to work in such Job Family.

Such temporary vacancies or casual shifts may not be offered to casual employees or regular employees (who are not working fewer hours than their original position) if there is a qualified employee with recall rights who is available for the entire shift/temporary vacancy and able to perform the work.

Any assignments under this provision will be offered on a voluntary basis. The employee will be considered part-time while performing such assignment except as provided in the following paragraph.

An employee who has been recalled to a temporary assignment at their original full time status will be entitled to full time benefits for the duration of that temporary assignment.

An employee who accepts temporary assignments or casual shifts will retain but not accumulate his or her seniority held at the time of layoff. It is understood that such employee will not change his/her relative place on the recall list by virtue of hours worked under this provision. After an employee is recalled pursuant to Article 12.06, he/she will receive credit for seniority for shifts/hours worked under this provision.

An employee who accepts temporary assignments or casual shifts will immediately accumulate credit for service for hours worked under this provision. All employees who wish to make themselves available for work under this provision must make their availability known in accordance with Article 2.05.1.

Any temporary assignment in excess of sixty (60) calendar days shall constitute a recall from layoff. Notwithstanding this recall, no new notice of layoff or other procedural requirements as outlined in Article 12.01 shall be required upon the termination of such temporary assignment.

The twenty-four (24) month period of recall rights shall start anew upon the expiration of any temporary assignment that constitutes a recall.

A regular full-time employee on layoff who is recalled to a temporary full-time vacancy within 30 calendar days of the date of layoff will continue to have benefit coverage for the duration of the temporary vacancy.

- 12.11 (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 12.03, and following notice pursuant to Article 12.01 (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 department(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 three (3) weeks' salary for each year of service, to a maximum ceiling of fifty-two (52) weeks salary.

- (c) Where an employee has received individual notice of long term layoff under Article 12.04 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 twenty-six (26) 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, he or she shall be entitled to a separation allowance of twelve (12) weeks salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation will be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250.00) dollars.

Note: 12.11 (c) applies to employees whose 3 month notice is given on or after the date of ratification.

ARTICLE 13 - TECHNOLOGICAL CHANGE

- 13.01 The Hospital undertakes to notify the Union in advance, so far as practicable but no less than 6 months, 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.

- 13.02 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.

The Hospital may, at its sole discretion, choose to train casual employees in accordance with this article.

ARTICLE 14 - JOB POSTING, PROMOTION AND TRANSFER

- 14.01 (a) Where a vacancy exists including temporary vacancies expected to exceed six (6) months, 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 temporary vacancies 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 14.06.

Upon completion of a 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 a 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 they will be credited with seniority from their last date of hire in the bargaining unit. The release or discharge of a temporary employee at the completion of the temporary vacancy shall not be the subject of a grievance or arbitration. However, if such employee is rehired within a period of three (3) months the period of employment shall be deemed to be continuous and the period of absence shall be considered leave where no seniority nor service accrued.

- (b) The Hospital shall post vacancies in a glass enclosed, locked bulletin board, restricted to OPSEU job postings, as follows:
- i) At the Civic Campus all jobs will be posted on the bulletin board outside the Greenery, the bulletin board at the Heart Institute and Human Resources.
 - ii) At the General Campus all jobs will be posted on the bulletin board in the hallway to the cafeteria.
 - iii) At the Riverside Campus all jobs will be posted outside Human Resources.

Where a position has been posted, and again becomes vacant within two (2) months, a new posting need not be completed, but the previous bargaining unit applicants will again be considered and the union will be so advised.

- (c) Prior to commencing an approved leave of absence or vacation, an employee may make a written request to be considered for a specified vacancy should such vacancy be posted during his/her absence. The employee shall complete the internal Request for Transfer form, including identifying the specific classification, status, work area, and other relevant factors desired, and submit it to the Human Resources Department prior to the absence. Such completed Request for Transfer form shall be considered as a valid application for any vacancy that meets the criteria identified in the employee's Request for Transfer form that occurs during the employee's absence. The employee shall indicate how and where she can be contacted in the event a specified vacancy is posted prior to his/her return.

- 14.02 Notices of vacancies referred to in 14.01 shall include, for informational purposes only, the following: campus, department/program, classification and position, wage rates, qualifications, shift assignment or rotation, FTE, expected duration of temporary vacancies.

14.03 Holding More Than One Position

- (a) Employees may hold more than one position at the discretion of the Hospital. Such discretion shall not be exercised unreasonably.
- (b) The Hospital will combine such positions unless it has a valid reason for not doing so or the employee elects to keep the positions separate. Upon request, the Hospital will advise the Union of the reason(s) for not combining such positions.
- (c) In the event the employee holds positions that would together constitute sufficient hours for a full-time position, and the Hospital combines such positions, the employee's status will be converted to full-time. In the event the Hospital decides not to combine the positions into a single full-time position, the employee will be considered full-time for the purpose of benefit entitlement only.
- (d) The parties agree to review all existing situations where an employee is employed in more than one position, or holds more than one employment status at the Hospital.

14.04 (a) Where no qualified candidates are available within the Hospital, the Hospital will attempt to secure replacements from without. If this is unsuccessful, at the discretion of the Hospital, the position may be reposted as a training position for a stipulated period of training and the salary for the position shall be established at the entry level for the original classification or the employee's current salary, whichever is greater.

- (b) The training period will not be required to extend beyond six (6) months and on the successful completion of the training, the employee will be reclassified to the appropriate classification.
- (c) If the employee does not satisfactorily complete the training, he will be returned to his former classification without loss of seniority.

14.05 A copy of the posted notice referred to in Article 14.02 will be sent to the local President or his designate, within the aforementioned seven (7) calendar days. The name of the successful applicant will be posted and a copy sent to the local President or his designate.

14.06 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.

14.07 The Hospital agrees to discuss with unsuccessful applicants, ways in which they can improve for future postings, if requested.

14.08 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.

14.09 (a) 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.

(b) An employee who is transferred to a lower classification within the bargaining unit will be placed in the range of the lower classification which will provide the greater salary:

i) consistent with the level he would have achieved in the lower classification based on his service and experience;

ii) at the highest step on the scale which would not exceed his pre-transfer salary;

The employee shall retain his/her anniversary date.

14.10 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. Such consideration shall not be unreasonably withheld.

14.11 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 14, and selection shall be made in accordance with Article 14.06. All provisions of Article 14 will apply to employees selected in accordance with this provision.

- 14.12 No employee shall be transferred to a management or non-union position without his consent.

The parties endeavour to negotiate reciprocal agreements with the bargaining agents for all the other bargaining units at the Hospital that provide for the retention of seniority and service in the event an arbitration decision or labour relations board decision results in the transfer of an employee from one bargaining unit into another.

- 14.13 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. Such discretion will not be exercised unreasonably

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

- 14.14 In the event the Hospital wishes to increase the hours of work amongst regular part-time employees in a classification in a work area by an amount not greater than 0.1 FTE, the Hospital may do the following:

- (a) Offer, in order of seniority, the additional 0.1 FTE to regular part-time employees in the classification and work area whose hours were reduced in accordance with Article 2.10(a). Acceptance of such additional FTE shall be voluntary;
- (b) Offer, in order of seniority, the additional 0.1 FTE to regular part-time employees in the classification and work area. Acceptance of such additional FTE shall be voluntary;
- (c) In the event a) or b) does not result in the additional 0.1 FTE being assigned, the Hospital shall post the increase as per Article 14.01.

- (d) In the event c) fails to attract a successful candidate, the Hospital may assign the additional 0.1 FTE to the least senior regular part-time employee in the classification in the work area.

This clause shall not be used to prevent the posting of a vacancy greater than 0.1FTE.

ARTICLE 15 - LEAVES OF ABSENCE

NOTE: The provisions of Article 15, Leaves of Absence, apply to full-time and regular part-time employees but do not apply to casual part-time employees.

NOTE: Casual employees who have been pre-scheduled to work may be granted a leave without pay.

15.01 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.

15.02 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 provided that such leave does not interfere with the efficient operation of the Hospital. Such leave will not be unreasonably denied.

The Employee must apply to Human Resources for such leave, in writing, at least seven (7) calendar days in advance, if possible.

(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 a member of the local is elected or appointed as an Executive Board Member, Executive Officer, member of the central negotiating committee, member of Hospital Health Care Professionals 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 ten (10) members from the Hospital with no more than one individual from within a work area unless the employer agrees otherwise.
- (c) 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 or service during such leaves of absence.

15.03 Bereavement Leave

- (a) An employee will be granted bereavement leave of up to five (5) consecutive scheduled working days with pay within any period of eight (8) days that includes the date of the funeral in respect of the death of the employee's: spouse, (including common law and same sex), son, daughter, father, mother, grandfather, grandmother, grandparent-in-law, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandson, grand-daughter, son-in-law, or daughter-in-law. The term "in-law" means a relationship characterized by no more than one blood tie and one marriage tie.
- (b) The Hospital may, in its discretion, extend the period of leave provided in (a) above with or without pay and may provide any or all such leave to employees in respect of the death of relatives that are not listed in (a) above.
- (c) Where an employee's scheduled vacation is interrupted due to a bereavement, the employee shall be entitled to bereavement leave in accordance with the above provision. The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be counted against the employee's vacation credits.

15.04 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, or is subpoenaed by a professional college (unless the employee is the subject of disciplinary proceedings by the college), 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, or is subpoenaed by a professional college (unless the employee is the subject of disciplinary proceedings by the college);
- (b) presents proof of service requiring the employee's attendance; and
- (c) promptly repays the Employer the amount (other than expenses) paid to the employee for such service as a juror or for attendance as such witness.

(Applicable to full-time employees)

In addition to the foregoing, where an employee is required by subpoena to attend as above 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 at the employee's normal straight time hourly rate for all days the employees would otherwise be off work had it not been for the attendance at matters described above.

(Applicable to part-time employees)

In addition to the foregoing, where a part-time employee is required by subpoena to attend as above on his regularly scheduled day off, he shall receive regular pay as if he had been scheduled to work the day.

15.05 Pregnancy and Parental Leave

(a) Pregnancy Leave

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

- (i) To be eligible for pregnancy leave an employee shall have thirteen (13) weeks of continuous employment prior to the expected date of birth.
- (ii) The employee shall endeavour to give the Hospital written notification at least four (4) weeks (but no less than 2 weeks) in advance of the anticipated date of the commencement of her leave of absence and of the expected date of return. The employee shall furnish the Hospital with the certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which the delivery will occur.
- (iii) The notification of a change in the termination of the leave must be made in writing four (4) weeks prior to the initially indicated date of return. This notice requirement will be shortened in circumstances where medical complications occur in the four (4) weeks prior to the expiry of the initially approved leave.
- (iv) Effective April 1, 1998, 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 eighty four per cent (84%) of her regular weekly earnings and the sum of her weekly Employment Insurance pregnancy benefits during her leave and any other earnings. Such payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits, for a maximum period of 15 weeks for a pregnancy leave. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

In addition to the foregoing, the Hospital will pay the employee eighty-four percent (84%) of her normal weekly earnings during the first two (2) week period of the leave while waiting to receive Unemployment Insurance Benefits.

- (v) During the pregnancy leave, credit for seniority and credit for service for the purposes of salary increment, vacation, sick leave or any other benefit under any provisions of the collective agreement or otherwise shall continue for a period of up to seventeen (17) weeks. In addition, for full-time employees, the

employer shall continue to pay its share of the benefits provided under the collective agreement during the period of pregnancy leave to a maximum of seventeen (17) weeks, provided the employee pays her share. In addition, for part-time employees, the employer shall continue to pay the vacation pay (if applicable), percentage in lieu of benefits and/or benefits provided under the collective agreement during the period of the pregnancy leave to a maximum of seventeen (17) weeks. For part-time employees, seniority and service accumulation for the purpose of salary increment and proration shall be based on an average of the previous six (6) months hours worked by the employee.

The Hospital shall register this provision with the Unemployment Insurance Commission as part of the SUB plan.

- (vi) 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.
- (vii) In the event of an increment or general wage increase, retroactive or otherwise, falling due during the period of the pregnancy leave, the employee's rate of pay, the SUB, the continuation of percentage-in-lieu and vacation pay shall be recalculated and adjusted accordingly effective the date of increase.

(viii) 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.

- (ix) The employer shall reinstate the employee when the leave ends to the position the employee most recently held with the employer, if it still exists, or to a comparable position, if it does not.

(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) Where an employee becomes a parent as the result of the birth of a child, or a child coming into the employee's custody, care and control for the first time, such employee is entitled to parental leave of absence up to fifty-two (52) weeks provided that she/he has at least thirteen weeks of continuous employment prior to the commencement of the leave. An employee who has taken pregnancy leave shall be entitled to parental leave such that the combined total of pregnancy and parental leave is fifty-two weeks. A "parent" also includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with the parent of the child and who intends to treat the child as his or her own.
- (iii) The employee shall endeavour to give the Hospital written notification at least four (4) weeks (but no less than two weeks) in advance of the anticipated date of the commencement of the leave of absence and of the expected date of return. If, because of late receipt of confirmation of a pending adoption or other unanticipated circumstance over which the employee had no control, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing. The leave may commence within the one week prior to the anticipated date of delivery or within the one week prior to the anticipated date that the child will first come into the custody, care and control of the employee and shall end not later than eighty-nine (89) weeks after the birth or after the child first comes in the custody, care and control of the employee. The leave need not be continuous.
- (iv) The notification of a change in the termination of the leave must be made in writing four (4) weeks prior to the initially indicated date of return. This notice requirement will be shortened in circumstances where medical complications occur in the four (4) weeks prior to the expiry of the initially approved leave.
- (v) Effective April 1, 1998, 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 eighty-four per cent (84%) 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.

In addition to the foregoing, the Hospital will pay the employee eighty-four per cent (84%) of her normal weekly earnings during the first two (2) week period of the leave while waiting to receive Unemployment Insurance Benefits.

- (vi) During the parental leave, credit for seniority and credit for service for the purposes of salary increment, vacation, sick leave or any other benefit under any provisions of the collective agreement or otherwise shall continue for a period of up to fifty-two (52) weeks. In addition, for full-time employees, the employer shall continue to pay its share of the benefits provided under the collective agreement during the period of parental leave to a maximum of fifty-two (52) weeks provided the employee pays her share. In addition, for part-time employees, the employer shall continue to pay the vacation pay (if applicable), percentage in lieu of benefits and/or benefits provided under the collective agreement during the period of the parental leave to a maximum of fifty-two (52) weeks. For part-time employees seniority and service accumulation for the purpose of salary increment and proration shall be based on an average of the previous six (6) months hours worked by the employee.

The Hospital shall register this provision with the Unemployment Insurance Commission as part of the SUB plan.

- (vii) 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.
- (viii) In the event of an increment or general wage increase, retroactive or otherwise, falling due during the period of the parental leave, the employee's rate of pay, the SUB, the continuation of percentage-in-lieu and vacation pay shall be recalculated and adjusted accordingly effective the date of increase.
- (ix) The employer shall reinstate the employee when the leave ends to the position the employee most recently held with the employer, if it still exists, or to a comparable position, if it does not.

15.06 Education Leave

- a) 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.
- b) When an employee is on duty and authorized to attend any in-service programme within the Hospital during her regularly scheduled working hours, she shall suffer no loss of regular pay.
- c) A regular full-time or regular part-time employee shall be entitled to a leave of absence without loss of earnings from his/her regularly scheduled working hours for the purpose of writing any examinations required in any recognized course in which the employee is enrolled to upgrade his/her present employment qualifications at this Hospital.

15.07 Pre-Paid Leave

(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) A maximum of fifteen employees and no more than one employee per work area may be accepted into the Pre-Paid Leave Plan in any

plan year. Where there are more applications than spaces allotted, seniority shall govern subject to 15.07 (b).

(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 15.07 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.

(f) Deferred Earnings

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

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

(g) Health and Welfare Benefits

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

Full-Time Employees Only

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

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

(h) During the year of the leave, seniority shall be retained but shall not 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 15.07 (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.

ARTICLE 16 - SICK LEAVE AND LONG-TERM DISABILITY

NOTE: The provisions of Article 16, Sick Leave and Long-Term Disability, apply to full-time employees only. Except for Articles 16.08 and 16.09 also apply to part-time employees.

16.01 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 (Part A).

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

16.02 The Hospital will pay seventy-five percent (75%) of the billed premium towards coverage of eligible employees under the long-term disability plan (1992 HOODIP brochure Part B or equivalent plan); employees shall pay the balance of the billed premiums through payroll deduction.

16.03 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.

16.04 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 the Sick Leave provisions of HOODIP.

16.05 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.

16.06 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 W.S.I.B benefits 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 W.S.I.B benefits 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 (1992 HOODIP brochure Part A 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 W.S.I.B. If the claim for W.S.I.B. benefits 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 (1992 HOODIP brochure Part A or equivalent plan). Any payment under this provision will continue for a maximum of fifteen (15) weeks.

- 16.07 Sick leave banks standing to the credit of an employee shall, on request of the employee, 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.
- 16.08 Pay out of sick leave credits earned under a previous accumulating sick leave plan (including any plan in respect of part-time employees) 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 termination benefit provided under the previous accumulating sick leave credit plan. The terms for such payout are summarized in a letter of understanding appended to this collective agreement.
- 16.09 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 16.08 above, providing he subsequently achieves the necessary service to qualify for pay out under those provisions.
- 16.10 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 Workplace Safety and Insurance Board (WSIB) as compensable within the meaning of the Workplace Safety and Insurance Act the Hospital, on application from the employee, will supplement the award made by the Workplace Safety and Insurance Board for loss of wages to the employee by such amount that the award of the Workplace Safety and Insurance 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 WSIB benefits.
- 16.11 Medical Certificates

The Hospital shall pay for such medical certificate(s) as it may require from time-to-time to certify an employee's illness or ability to return to work.

ARTICLE 17 - HOURS OF WORK AND OVERTIME

17.01 Work Week and Work Day

- (a) The normal or standard full-time work week shall be an average of thirty-seven and one-half (37.5) hours per week over a fixed two week period. The fixed two week period shall begin within one day of the start of the pay period. The start of the fixed two week period need not be the same in all work areas. The Hospital will document the fixed two week period in each area and provide a copy to the Union. Unless otherwise specified, the start of the fixed two week period shall be Saturday.
- (b) The normal or standard part -time work week shall be less than seventy-five hours over the fixed two week period described in a) above.
- (c) The normal or standard work day shall be a seven and one-half hour continuous period exclusive of a one-half hour unpaid meal break.
- (d) No employee will be permitted to work split shifts.
- (e) Where the Hospital and Union agree, other innovative and flexible schedules may be created by letter of agreement.

17.02 Rest Periods

Employees shall be entitled to relief periods on the basis of fifteen (15) minutes for each three point five (3.5) hours.

Additional Rest Periods

An employee shall be entitled to relief periods on the basis of fifteen (15) minutes for each (3) hours of overtime.

17.03 Overtime

Employees shall be entitled to overtime pay at the rate of time and one half their regular straight time hourly rate for all hours worked in excess of the normal or standard work -day or in excess of the normal or standard full-time work week for the first four (4) hours of overtime in a shift and double-time thereafter and after twelve (12) hours worked in a pay period.

17.04 Overtime/Call Back Accumulation

- a) 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 of sixty (60) hours, 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).

- b) Time off in lieu may be taken on a mutually agreed upon basis between the employee and the Hospital. Such time off will be equivalent to the premium rate the employee has earned for working overtime. The Employer shall revert to payment of premium rate if time off is not taken within sixty (60) calendar days.

Notwithstanding the above, it is understood that the sixty (60) day restriction may be extended by mutual agreement between the supervisor and the employee, however, such extension shall not extend beyond the end of the fiscal year. Lieu time earned within 60 days immediately preceding the fiscal year end may be carried over to the following year.

17.05 Missed Meal Breaks

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

If an employee is authorized to work, during the lunch break, due to the requirements of patient care, he will be paid time and one-half (1.5) his regular straight time hourly rate for all time worked in excess of his normal daily hours.

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

If an employee is authorized to work, during the lunch break, due to the requirements of patient care, he will be paid his regular straight time hourly rate for all hours worked. Notwithstanding this provision, he will be paid time and one-half (1.5) his regular straight time hourly rate for all time worked in excess of the normal or standard work day.

17.06 Scheduling

All schedules shall be prepared and posted with:

- (a) A minimum of four (4) days off in a two week period;
- (b) Employees will normally be entitled to two consecutive days off, it being acknowledged, however, that this may not be possible due to the exigencies of the service. In any event, the Hospital will provide at least one block of two consecutive days off in the fixed two week period described in 17.01(a);
- (c) The Hospital will schedule no more than seven (7) consecutive days of work, unless the employee requests otherwise;

(d) The Hospital will schedule employees at least two weekends off in a four week period. Weekends worked in excess of the foregoing will be paid at the rate of time and one-half (1 ½), save and except where:

- i) such weekend work has been requested by the employee to satisfy specific days off requested by the employee;
- ii) an employee has requested to work additional weekends; or
- iii) such weekend is worked as the result of an exchange of shifts with another employee;

This provision shall not apply to part-time positions normally scheduled to work straight weekends.

(e) For scheduling purposes only, a week of vacation is a period of seven consecutive days where an employee is not scheduled to work. Where a vacation starts on a Monday, the Hospital shall endeavor to schedule the employee off work on the preceding weekend

(f) A request for a change in a posted time schedule must be submitted in writing to the employee's manager co-signed by an employee willing to exchange days off or shifts. It is understood that such change in shifts or days off initiated by the employees and approved by the Hospital shall not result in overtime payment.

(g) Failure to provide a minimum of fourteen hours between the end of an employee's scheduled shift and the commencement of such employee's next scheduled shift shall result in payment of one and one-half (1 ½) times the employee's regular straight time hourly rate for only those hours which reduce the 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.

(h) A minimum period of forty-eight (48) hours shall elapse between the end of work on nights and the resumption of work on days or evenings. Failing this, the employee shall be remunerated at time and one-half (1 ½) 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), or where a part-time employee is offered and voluntarily accepts an additional shift, such premium payment shall not apply.

- (i) Change of Schedule (applicable to full-time employees only)

Where an employee's schedule is changed by the Hospital with less than forty-eight (48) hours notice, she shall receive time and one-half (1.5) of her regular straight time hourly rate for all hours worked on her next shift.

- (j) Cancellation of Shift (applicable to regular part-time employees only)

Where a regular part-time employee's scheduled shift is cancelled by the Hospital with less than twenty-four (24) hours notice, she shall receive time and one-half (1.5) of her regular straight time hourly rate for all hours worked on her next shift.

- (k) Scheduling for the Christmas through New Year's period will require the following:

- a) If the work area does not require its employees to work on the statutory holidays, the employees shall not be scheduled to work on the statutory holidays;
- b) If the work area requires its employees to work on the statutory holidays, the employee shall be scheduled off either on Christmas and Boxing days, or New Year's Day, or all three if possible.
- c) Casual employees are not subject to this language.

- (l) Work schedules shall be posted at least 4 weeks in advance. It shall be the employee's responsibility to consult the posted schedule. The Hospital will endeavor to provide as much advance notice of a change in the posted schedule as is practicable. Where the Hospital changes an employee's posted schedule with less than 96 hours notice, it shall notify the employee personally. Where the Hospital is encountering problems surrounding notification of employees, the parties will discuss the matter at the Labour Management meetings.

- (m) Employees shall not be scheduled to work less than 3.75 hours.

- (n) Opportunities to work available hours shall be distributed equitably amongst casual and regular part time employees who have expressed their availability, in writing, to work such hours.

- (o) Shift cancellations shall take place in the following order on the affected work area and shift, provided the remaining employees can perform the work required without training or orientation.

- a) Employees without seniority
- b) Casual employees
- c) Employees with seniority in reverse order of seniority

No employee whose shift is cancelled may displace an employee in another work area or shift. A change of shift includes a shift cancellation.

17.07 Daylight Savings Time

An employee who works a shift affected by the changeover to or from Daylight Savings Time will be paid for the actual hours worked.

ARTICLE 18 - PREMIUM PAYMENTS AND TRANSPORTATION/MEAL ALLOWANCE

18.01 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.

18.02 Call Back

An employee who is called to work after leaving the Hospital premises and outside of his regular scheduled hours, or an employee who is called back from standby, shall be paid a minimum of four (4) hours' pay at time and one-half (1½) his regular straight time hourly rate for work performed on each call-in. In the event that such four (4) hour period overlaps and extends into his regular shift he will receive the four (4) hour guarantee payment at time and one half (1½) 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. The article does not apply where a part-time employee elects to work additional unscheduled hours made available by the Hospital.

An employee that is required to provide professional services over the telephone without returning to the Hospital shall be entitled to a minimum of one-half (1/2) hour's pay at time and one-half (1½) his regular straight time hourly rate, per call, regardless of the duration of the call. Any additional time spent on the call over and above one-half (1/2) hour shall be compensated at the same rate but in minimum fifteen (15) minute increments. The employee will maintain a log of all calls and submit the log to the manager for payment.

18.03 Shift Premium

An employee shall be paid a shift premium of one dollar and 10 cents (\$1.10) per hour for each hour worked when the majority of the hours worked on the shift fall within the normal hours of the evening shift and one dollar and thirty-five cents (\$1.35) for each hour worked where the majority of hours worked on the shift fall within the normal hours of the night shift. For purposes of this provision, the normal or standard evening and night shift each consist of 7.5 hours. Shift premium will not form part of the employee's straight time hourly rate. For clarity, where hours worked fall evenly between two shifts, the applicable premiums will apply.

For the purposes of defining shift premium payment in accordance with this article 18.03 the following shall be:

Day Shift	-	0700 hours and 1500 hours
Evening Shift	-	1500 hours and 2300 hours
Night Shift	-	2300 hours and 0700 hours

18.04 Weekend Premium

An employee shall be paid a weekend premium of one dollar and forty-five cents (\$1.45) 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.

18.05 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.

18.06 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 thirty five cents (\$0.35) per kilometre (to a maximum of fourteen dollars (\$14.00)) or such greater amount that the Hospital may in its discretion determine for each trip. The employee will provide to the Hospital satisfactory proof of payment of such taxi fare. The Hospital will reimburse the employee for any additional parking costs associated with responding to such callback.

18.07 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.

18.08 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.

18.09 Should an employee who has commenced her scheduled vacation agree upon request by the Hospital to return to perform work during the vacation period, the employee shall be paid at the rate of time and one-half (1 ½) her basic straight time hourly rate for all hours so worked. To replace the originally scheduled vacation days on which such work was performed, the employee will receive one (1) vacation lieu day off for each day on which she has so worked.

ARTICLE 19 - PAID HOLIDAYS

19.01 a) The collective agreement shall provide twelve (12) paid holidays with appropriate payment to all employees, provided the he/she fulfills the qualifying conditions set out in the Employment Standards Act.

b) The designated holidays shall be as follows:

New Year's Day	2 nd Monday of February
Good Friday	Easter Monday
Victoria Day	Canada Day
Civic Holiday	Labour Day
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day

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

An employee required to work on any of the designated holidays listed in Article 19.01 shall be paid at the rate of time and one-half (1.5) his regular straight time hourly rate of pay for all hours worked on such holiday, subject to Article 19.03. 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 (7.5) hours. The scheduling of lieu days shall be in accordance with Article 19.05.

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

An employee required to work on any of the designated holidays listed in Article 19.01 shall be paid at the rate of time and one-half (1.5) his regular straight time hourly rate of pay for all hours worked on such holiday, subject to Article 19.03. Part-time employees will not receive a lieu day since holiday pay is already included in his/her pay in lieu of benefits, or paid separately if the employee participates in insured benefits in accordance with Article 21.01.01. For employees who participate in insured benefits in accordance with Article 21.01.01, holiday pay shall be calculated as per the Employment Standards Act.

- 19.03 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.
- 19.04 An employee who qualifies to receive pay for any holiday will not be entitled, in the event of illness or injury, to receive sick pay in addition to holiday pay in respect of the same day.
- 19.05 Payout of Lieu Days for Overtime on a Holiday
Where an employee is required to work on a designated holiday, a lieu day shall be scheduled at a mutually agreeable time within sixty (60) calendar days, unless the employee agrees to schedule it at a later date. Upon the employee's written agreement, the lieu day may be paid out instead of re-scheduled. The Hospital may also pay out accumulated lieu days at the end of the fiscal year, with the exception of accumulated lieu days earned within the last 60 days.

ARTICLE 20 - VACATIONS

- 20.01 (a) Employees shall be entitled to a vacation with pay as follows:

Less than one (1) year of completed continuous service	1.25 days per month of completed continuous service
After one (1) year of completed continuous service	Three (3) weeks
After three (3) years of completed continuous service	Four (4) weeks
After eleven (11) years of completed continuous service	Four (4) weeks plus 1.25 days
After twelve (12) years of completed continuous service	Four (4) weeks plus 2.5 days
After thirteen (13) years of completed continuous service	Four (4) weeks plus 3.75 days
After fourteen (14) years of completed continuous service	Five (5) weeks
Twenty or more years of completed continuous service	Six (6) weeks

Full-time or regular part-time employees who earned paid vacation at the rate of four (4) weeks per year prior to June 3, 2003 and whose vacation entitlement in accordance with Article 20.01 is less than four

weeks per year, will accrue vacation at the greater of four (4) weeks per year, or as identified in Article 20.01 of the Collective Agreement.

- (b) A regular part-time employee shall be entitled to the equivalent time off with pay pro-rated to his hours paid. He shall be paid vacation pay at the rate he is earning at the time he takes his vacation.
- (c) Equivalent years of service shall be used to determine vacation pay entitlement. Equivalent years of service shall be calculated on the basis of one (1) year of service for each 1650 hours worked.
- (d) Casual employees and temporary employees shall be entitled to vacation pay in accordance with the Employment Standards Act.
- (e) Notwithstanding this provision, the calculation of service for purposes of vacation entitlement will include service accrued during a pregnancy leave or parental leave on the basis of seniority accrual during such leaves in accordance with Article 11.03(a)(ii) of the agreement.

NOTE: A week of vacation (for the purposes of entitlement) shall be considered 37.5 hours.

NOTE: The vacation year is April 1st to March 31st.

20.02 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 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.

- 20.03
- (a) The Hospital will endeavor to accommodate the wishes of the employees with respect to the choice of vacation dates subject to the right of the Hospital to operate the Hospital in an efficient manner and subject to the following clauses.
 - (b) Preferences for vacation leave will be given in order of seniority provided that requests are made in accordance with the following:
 - (c) Vacation requests must be provided in writing and the vacation shall be posted as follows:

	REQUEST DATE	POSTING DATE
Beginning of week which includes July 1 to end of week which includes Labour Day	April 1	May 1
Week after Labour Day to December 14	June 1	August 1
December 15 to January 15	October 1	November 1
March Break (Ontario and Quebec)	December 1	January 15
January 16 to March 31	November 1	December 1
April 1 to June 30	January 15	February 15

- (d) Vacation dates not requested in accordance with the above shall be provided on a first come, first serve basis.
- (e) A group of employees (as defined by the employees who are affected in conjunction with their manager) may develop rules for ensuring that employees receive some vacation in prime time and/or what to do with cancellations provided that any such rules are established and applied in accordance with union principles and are operationally feasible.
- (f) Vacation credits shall accumulate on a bi-weekly basis based on length of full-time continuous service. It is understood and agreed that vacation weeks are not necessarily consecutive; however the Employer will endeavor to accommodate the wishes of the employees with respect to the choice of vacation dates, subject to the right of the Employer to operate the Hospital in an efficient manner. By mutual consent the employee may carry over to the next year not more than one (1) week of vacation credits.

ARTICLE 21 - HEALTH AND WELFARE BENEFITS

NOTE: The provisions of Articles 21.01 and 21.02 (b) apply to full time employees only. Article 21.01.01 applies to part-time employees.

- 21.01 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 21.01 subject to their respective terms and conditions including any enrolment requirements. For newly hired employees, coverage as set out in Article 21.01 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 one hundred percent (100%) 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 \$500.00 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. The drug formulary shall be 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 plus Riders 2 (dentures and partials), 3 (orthodontics) and 4 (extensive restorations prosthodontic services) (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.

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) Accidental Death and Dismemberment

The Hospital shall contribute one hundred per cent (100%) toward the monthly premium of Accidental Death and Dismemberment Insurance in effect for eligible full-time employees in the active employ of the Hospital on the eligibility conditions set out in the existing Agreements.

(f) 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.

21.01.01 Part-time employees who were in receipt of any benefits similar to those outlined in 21.01(a) through (f) inclusive as of June 2, 2003 will be offered the following options:

- (a) to participate in all the insured benefits outlined in 21.01 (a) through (f) inclusive, or
- (b) receive the same percentage in lieu of benefits as all other part-time employees in accordance with article 21.03.

Such part-time employees will be eligible to participate in the insured benefits as outlined in a) above as long as he/she does not voluntarily change his/her status or position, other than to be displaced under Article 12. For clarity, a voluntary change in status includes increasing or decreasing the FTE associated with their commitment outside (but not inside) their work area(s).

Once an employee has elected b), he/she will no longer be eligible to participate in the insured benefits as long as he/she remains a part-time employee. The failure of an affected employee to specify an election on the form provided will be construed as electing b) above. The parties will make reasonable efforts to ensure a signed election form is obtained from each employee.

21.02 Change of Carrier

- (a) 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.
- (b) All present employees enrolled in the Hospitals of Ontario Pension Plan (HOOPP) shall maintain their enrolment in the Plan subject to its terms and conditions. New employees and employees employed but not yet eligible for membership in the Plan shall, as a condition of employment, enroll in the Plan when eligible in accordance with its terms and conditions.

21.03 Part-Time Benefits

Part-time, temporary or casual employee shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or in part by

the hospitals, as part of direct compensation or otherwise, including holiday pay, save and except salary, vacation pay, standby pay, call-in pay, responsibility pay, jury and witness duty, bereavement leave, and pregnancy and parental supplemental unemployment benefits) an amount equal to 14% of his regular straight time hourly rate for all straight time hours paid. For part-time employees who are members of the Hospital's pension plan the percentage in lieu of fringe benefits is twelve percent (12%).

NOTE: Any employee currently participating in the pension plan and receiving fourteen per cent (14%) in lieu of benefits shall continue to receive an unreduced percentage in lieu of benefits while continuing to participate in the plan.

21.04 Benefits on Layoff

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.

21.05 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.

21.06 Benefits for Early Retirees

The Hospital will provide to all employees who retire on or after the date of this award and have not yet reached age 65 and who are in receipt of the Hospital's pension plan benefits, semi-private, extended health care and dental benefits on the same basis as is provided to active employees, as long as the retiree pays the Employer the full amount of the monthly premiums in advance.

ARTICLE 22 - MODIFIED WORK

22.01 Modified Work

In order to facilitate a safe return to work, in compliance with the *Workplace Safety and Insurance Act*, the *Ontario Human Rights Code*, the collective agreement and other applicable legislation, the parties will

endeavour to provide fair and consistent practices to accommodate employees who are ill, injured or permanently disabled.

ARTICLE 23 - CONTRACTING OUT

23.01 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 24 - WORK OF THE BARGAINING UNIT

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

ARTICLE 25 - CONTINUING EDUCATION

25.01 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 26 - COMPENSATION

26.01 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 Hospital 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.

26.02 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 year of recent, related, full-time experience, as determined by the Hospital.

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

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

Notwithstanding this provision, the calculation of service for purposes of progression on the salary grid will include service accrued during a pregnancy leave or parental leave on the basis of seniority accrual during such leaves in accordance with Article 11.03 (a)(ii) of the agreement.

26.04 Payroll Administration

The Hospital shall pay all bargaining unit employees by direct bank deposit to the banking institution of the employee's choice no later than 00:00 hours every alternate Friday for all monies owing to them arising from their employment for the fourteen (14) calendar day period ending at midnight on the previous Saturday. All employees will provide a void cheque to the Hospital for this purpose.

In the event of an occurrence which renders payment by direct bank deposit unavailable to an employee(s), the Employer shall pay its employees by cheque within twenty-four (24) hours of the pay day.

Any omission on an employee's pay due to an error on the part of the employer to the amount of \$35 or more shall be paid to the employee within 24 hours of the employee notifying the payroll department of the error.

26.05 Parking Privileges

The Hospital agrees to provide pro-rated refunds to employees on vacation and authorized leaves of thirty (30) consecutive days or more provided that the employee makes application in writing to the Hospital. Employees who exercise this right will continue to enjoy parking privileges in the same parking area designated for their use upon their return to work.

26.06 Laundering of Uniforms or Protective Clothing

Where the Hospital requires employees to wear protective clothing, lab coats, or greens, the Hospital shall supply and launder such items. The Hospital will not launder personal uniforms except in circumstances where the Hospital has an established practice of laundering such items.

ARTICLE 27 - MULTI-SITE ISSUES

27.01 Employees shall have one home campus, which shall be the campus at which he/she normally works the majority of his/her scheduled hours.

27.02 In the event the Hospital requests an employee to provide services at a campus or work location other than their home campus, the following will apply:

- i) The Hospital will endeavour to provide advance notice of a change in work location;
- ii) The Employee shall be entitled to start and end his/her work day at his/her home campus at her normal working time unless notified of

the change in work location no later than the previous day. This shall not apply for unscheduled shifts.

- iii) The Hospital shall provide the means of transportation and travel time between the campuses (and/or work location(s)) if the employee is required to work at more than one campus (and/or work location(s)) in one day. If an employee elects to use his/her own vehicle, she/he shall receive travel time and mileage between the campuses (and/or work location(s)) at the rate of thirty-five cents (\$0.35) per kilometer, with a maximum of \$14.00 for each leg of the trip, or at the rate provided by hospital policy, whichever is higher.
- iv) Any additional parking costs incurred as a result of an employee traveling between campuses (and/or work location(s)) to perform work for the Hospital shall be paid by the hospital.
- v) Employees authorized to report directly to a location outside the City of Ottawa will be paid at straight time rates for travel time outside of 7.5 hour work day. This shall not be considered time worked in accordance with the Employment Standards Act, or for the purpose of calculating overtime hours. If the Employee elects to use his/her own vehicle, she/he shall receive a mileage allowance at the rate of thirty-five cents (\$0.35) per kilometer, or at the rate provided by hospital policy, whichever is higher.
- vi) The Hospital will reimburse reasonable out of pocket expenses in accordance with Hospital policy. Receipts will be required.
- vii) Article 27.02 will not apply when employees who hold more than one part-time or casual position at different campuses (or work location(s)) work hours in both jobs on the same day.

ARTICLE 28 - MODEL SCHEDULING AGREEMENTS

28.01 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:

28.02 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:

28.03 Request to Change Status from Full-time to Part-time

Notwithstanding the posting positions of the collective agreement, the parties may agree to allow a Regular Full-time employee to have her position and status reduced to regular part-time where they can agree on the disposition of the remaining part of the former full-time position.

ARTICLE 29 - DURATION AND RENEWAL

29.01 This Agreement shall continue in effect until the 31st day of March, 2005 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:

29.02 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.

29.03 Retroactivity

Current employees on staff the date of ratification (or award) will be paid retroactivity within a period of 120 days of the date of ratification (or award) on the basis of hours paid. Retroactivity shall be paid on wage increases, including any payments based on the wage rate (for example, the percentage in lieu of benefits, vacation pay and SUB). The Hospital will contact former employees at their last known address on record with the hospital within 120 days of the date of ratification (or award) to advise them

of their entitlement to retroactivity. Former employees will have a period of 120 days from the date of the notice to claim such retroactivity and, if they fail to make a claim within the 120-day period, their claim will be deemed to be abandoned.

It is agreed that Kevin Burkett, acting as a rights arbitrator, will be seized with regard to any dispute regarding implementation of this clause.

Shift and weekend premium increases shall be effective the date of this award.

Articles 20.01(a) and 20.01(b) shall be effective and retroactive to June 3, 2003.

Effective the date of the award, current employees will be paid at the step to which they would have been entitled if the language on credit for recent related experience had been in effect when they were hired. However, no such employee shall be entitled to any retroactive payment as a result of this change.

Effective and retroactive to April 1, 2003, employees in the following classifications will move up one step on their wage grid, provided they have not already reached the maximum step on their wage grid:

Sonographer 1, 2, 3
Perfusionist 1, 2

The following wage grids will be shortened by one step, effective April 1, 2003 (Note: The first step shall be deleted. The former Step 2 will become the new Step 1, and so on...):

Band 6, 7, 7"A", 8, 9, 9"A", 10, 13, 14, 14"A", 15, 15"A", 17, 17"A", 18, 20, 20"A", 21, 22, 23, 25, 26

The Hospital will move those who were at the (old) Step 1 to the new Step 1 rate, employees who were at the (old) Step 2 rate will move the new Step 2 rate, and so on through the grid, and employees at the (old) top rate will move to the new top rate, all effective and retroactive to April 1, 2003.

Effective and retroactive to April 1, 2002, pay band 24 (Pharmacists) will be shortened by one step. (Note: The first step shall be deleted. The former Step 2 will become the new Step 1, and so on . . .) The Hospital will move those employees who were at the (old) Step 1 to the new Step 1 rate, employees who were at the (old) Step 2 rate will move to the new Step 2 rate, and so on through the grid, and employees at the (old) top rate will move to the new top rate.

The date of the Burkett Interest Arbitration Award is October 14, 2004.

Special Cases

Effective and retroactive to April 1, 2002, the following "Special Cases" classification name and/or rate changes are agreed upon:

- Embryologist 1 is re-titled "Andrologist – Assisted Reproduction Technologies" and moves from Pay Band 2 to Pay Band 7.
- Transfusion Medicine Technician is moved from the "Technician 3" classification in Pay Band 3 to the "Technician 4" classification in Pay Band 4.
- Respiratory Technologist 1 is re-titled "Respiratory Therapist 1" and moves from Pay Band 7 to Pay Band 7A. For clarity, both Respiratory Therapists and Anesthesia Technologists belong to this classification and job family.
- MRI Technologist 1 is moved from the "Diagnostic Imaging 1" classification in Pay Band 7 to the "MRI Technologist 1" classification in Pay Band 7A.
- Embryologist 2 is re-titled "Embryologist – Assisted Reproduction Technologies" and moves from Pay Band 7 to Pay Band 9.
- Respiratory Technologist 2 is re-titled "Respiratory Therapist 2" and moves from Pay Band 9 to Pay Band 9A.
- MRI Technologist 2 is moved from the "Diagnostic Imaging 2" classification in Pay Band 9 to the "MRI Technologist 2" classification in Pay Band 9A.
- Occupational Therapy 2 moves from Pay Band 14 to Pay Band 14A.
- Rehab 2 is re-titled "Physiotherapist" and moves from Pay Band 14 to Pay Band 14A.
- Dietary 2 moves from Pay Band 14 to Pay Band 14A.
- Respiratory Technologist 3 is re-titled "Respiratory Therapist 3" and moved from Pay Band 15 to Pay Band 15A.
- MRI Technologist 3 is moved from the "Diagnostic Imaging 3" classification in Pay Band 15 to the "MRI Technologist 3" classification in Pay Band 15A.
- Occupational Therapy 3 moves from Pay Band 17 to Pay Band 17A.

APPENDIX "A" WAGES

Non-Registered Rate:

Payment at a non-registered rate shall not be construed as waiving the requirement of the employee to acquire the necessary registration or certification to remain in that position within the time frame identified in their letter of offer, where the registration or certification is a pre-condition of employment. Where there is no requirement or certification to remain in the position, the employee shall remain in the position and be paid at the non-registered rate.

The non-registered scale shall be five percent (5%) below that of the regular wage scale.

Band	Classification		Lump Sum	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
5	Social Worker 1	1-Apr-01		22.47	23.32	24.17	25.03	25.88		
	Pharmacy Tech 3	1-Apr-02		22.92	23.79	24.65	25.53	26.40		
	Dietary 1	1-Apr-03		23.38	24.27	25.15	26.04	26.93		
	Biomed 1	1-Apr-04	+\$500	24.08	25.00	25.90	26.82	27.74		
	Orthopedic Technician 3									
	Health Records 4									
	Research Assistant 4									
	Admissions Coordinator									
	Life Skills Counselor									
	Rehabilitation Therapist									
Health Records Ed, Coordinator										
6	Biomed 2	1-Apr-01		23.12	23.81	24.53	25.26	26.02	26.79	27
		1-Apr-02		23.58	24.29	25.02	25.77	26.54	27.33	28
	Dialysis Technician 2	1-Apr-03		25.89	26.66	27.46	28.28	29.13	30.02	30
		1-Apr-04		26.80	27.59	28.42	29.27	30.15	31.07	31
7	Andrologist - Assisted Reproduction Technologies	1-Apr-01		20.40	21.41	22.26	23.17	24.10	25.03	25
	Diag. Imaging Technologist 1	1-Apr-02		20.81	21.84	22.71	23.63	24.58	25.53	26
	Lab Technologist 1	1-Apr-03		23.28	24.19	25.20	26.20	27.20	28.21	29
	Polysomnographic Technician 2	1-Apr-04		24.09	25.04	26.08	27.12	28.15	29.20	30
	Pathologist Assistant 1									
	Neuro Diag. Technologist 1									
	Ophthalmology Technician 3									
	Cardiac Diagnostic 2									
EMG Technologist										
Animal Care Tech 2										
7 "A"	Respiratory Therapist 1	1-Apr-01		20.40	21.41	22.26	23.17	24.10	25.03	25
	MRI Technologist 1	1-Apr-02		20.81	21.84	22.71	23.63	24.58	25.53	26
	Anesthesia Technologist 1	1-Apr-03		23.28	24.19	25.20	26.20	27.20	28.21	29
		1-Apr-04		24.09	25.04	26.08	27.12	28.15	29.20	30

Band	Classification		Lump Sum	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
8	Rec Ther	1-Apr-01	21.51	22.78	24.01	25.05	26.52	27.76	29	
	Psych 1	1-Apr-02	21.94	23.24	24.49	25.55	27.05	28.32	29	
		1-Apr-03	24.76	26.10	27.23	28.82	30.18	31.54		
		1-Apr-04	25.63	27.01	28.18	29.83	31.24	32.64		
9	Diag. Imaging Technologist 2	1-Apr-01	23.58	24.56	25.54	26.53	27.50	28.49	29	
	Lab Technologist 2	1-Apr-02	24.05	25.05	26.05	27.06	28.05	29.06	30	
	Polysomnographic Technician 3	1-Apr-03	26.70	27.77	28.84	29.89	30.97	32.01	33	
	Pathologist Assistant 2	1-Apr-04	27.63	28.74	29.85	30.94	32.05	33.13	34	
	Dental Hygienist									
	Neuro Diag. Technologist 2									
	Ophthalmology Technician 4									
	Cardiac Diagnostic 3									
	Animal Care Tech 3									
	Embryologist -Assisted Reproduction Technologies **									
9 "A"	Respiratory Therapist 2	1-Apr-01	23.58	24.56	25.54	26.53	27.50	28.49	29	
	MRI Technologist 2	1-Apr-02	24.05	25.05	26.05	27.06	28.05	29.06	30	
	Anesthesia Technologist 2	1-Apr-03	26.70	27.77	28.84	29.89	30.97	32.01	34	
	Biomed 3	1-Apr-04	27.63	28.74	29.85	30.94	32.05	33.13	35	
10		1-Apr-01	24.75	25.50	26.26	27.06	27.86	28.70	29	
		1-Apr-02	25.25	26.01	26.79	27.60	28.42	29.27	30	
		1-Apr-03	27.73	28.55	29.42	30.29	31.21	32.03	33	
		1-Apr-04	28.70	29.55	30.45	31.35	32.30	33.15	34	
11	Sonographer 1	1-Apr-01	26.53	27.50	28.49	29.46	30.45			
		1-Apr-02	27.06	28.05	29.06	30.05	31.06			
		1-Apr-03	28.85	29.90	30.98	32.03	33.11			
		1-Apr-04	29.86	30.95	32.06	33.15	34.27			

Band	Classification		Lump Sum	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
12	Perfusionist 1	1-Apr-01		26.37	27.75	29.12	30.50	31.86		
		1-Apr-02		26.90	28.31	29.70	31.11	32.50		
		1-Apr-03		28.68	30.18	31.66	33.16	34.65		
		1-Apr-04		29.68	31.24	32.77	34.32	35.86		
13	Librarian Behaviourist	1-Apr-01		21.02	22.58	24.14	25.70	27.28	28.84	30
		1-Apr-02		21.44	23.03	24.62	26.21	27.83	29.42	31
		1-Apr-03		24.61	26.32	28.01	29.73	31.44	33.13	
		1-Apr-04		25.47	27.24	28.99	30.77	32.54	34.29	
14	Infection Control Professional Certified Prosthetist/Orthotist Chiropracist Electronics Technologist Mechanical Technologist Technician - Technical Access Serv. Recreational Therapy PPL	1-Apr-01		25.46	26.22	27.00	27.82	28.65	29.51	30
		1-Apr-02		25.97	26.74	27.54	28.38	29.22	30.10	31
		1-Apr-03		28.58	29.43	30.32	31.23	32.17	33.13	
		1-Apr-04		29.58	30.46	31.38	32.32	33.30	34.29	
14 "A"	Occupational Therapy 2 Physiotherapist Dietary 2	1-Apr-01		25.46	26.22	27.00	27.82	28.65	29.51	30
		1-Apr-02		25.97	26.74	27.54	28.38	29.22	30.10	31
		1-Apr-03		28.58	29.43	30.32	31.23	32.17	34.04	
		1-Apr-04		29.58	30.46	31.38	32.32	33.30	35.23	
15	Diag. Imaging Technologist 3 Lab Technologist 3 Pathology Assistant 3 Cardiac Diagnostic 4 Charge EMG Technologist	1-Apr-01		24.93	25.96	26.99	28.03	29.05	30.10	31
		1-Apr-02		25.43	26.48	27.53	28.59	29.63	30.70	31
		1-Apr-03		28.22	29.34	30.47	31.59	32.73	33.83	34
		1-Apr-04		29.21	30.37	31.54	32.70	33.88	35.01	36

Band	Classification		Lump Sum	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
15 *A*	Respiratory Therapist 3	1-Apr-01	24.93	25.96	26.99	28.03	29.05	30.10	31	
	MRI Technologist 3	1-Apr-02	25.43	26.48	27.53	28.59	29.63	30.70	31	
	Respiratory Therapist PPL	1-Apr-03	28.22	29.34	30.47	31.59	32.73	33.83	36	
	Anesthesia Technologist 3	1-Apr-04	29.21	30.37	31.54	32.70	33.88	35.01	37	
16	Sonographer 2	1-Apr-01	28.11	29.15	30.19	31.22	32.27			
		1-Apr-02	28.67	29.73	30.79	31.84	32.92			
		1-Apr-03	30.56	31.70	32.83	33.95	35.09			
		1-Apr-04	31.63	32.81	33.98	35.14	36.32			
17	Research Associate (BA/MA)	1-Apr-01	26.74	27.53	28.36	29.21	30.08	30.99	31	
	Vocational Counselor	1-Apr-02	27.27	28.08	28.93	29.79	30.68	31.61	32	
	Vocational Evaluation Counselor	1-Apr-03	30.01	30.91	31.83	32.78	33.78	34.79		
	Chief Certified Prosthetist	1-Apr-04	31.06	31.99	32.94	33.93	34.96	36.01		
17 *A*	Occupational Therapy 3	1-Apr-01	26.74	27.53	28.36	29.21	30.08	30.99	31	
	Senior Physiotherapist	1-Apr-02	27.27	28.08	28.93	29.79	30.68	31.61	32	
		1-Apr-03	30.01	30.91	31.83	32.78	33.78	35.75		
		1-Apr-04	31.06	31.99	32.94	33.93	34.96	37.00		
18	Biomed 4	1-Apr-01	26.17	27.26	28.35	29.44	30.51	31.61	32	
		1-Apr-02	26.69	27.81	28.92	30.03	31.12	32.24	33	
		1-Apr-03	29.64	30.83	32.01	33.17	34.37	35.53	36	
		1-Apr-04	30.68	31.91	33.13	34.33	35.57	36.77	38	

Band	Classification		Lump Sum	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
22	Social Worker 3	1-Apr-01	29.09	29.97	30.87	31.79	32.76	33.73	34	
	Audiologist 2	1-Apr-02	29.67	30.57	31.49	32.43	33.42	34.40	35	
	Speech Pathologist 2	1-Apr-03	32.57	33.56	34.56	35.58	36.67	37.77		
	PPL - Speech	1-Apr-04	33.71	34.73	35.77	36.83	37.95	39.09		
	PPL - Physiotherapy									
	PPL - OT									
	PPL - Social Worker PPL - Dietary Services									
23	Psych 3	1-Apr-01	26.55	28.03	29.56	31.13	32.68	34.24	35	
	Psychology Associate	1-Apr-02	27.08	28.59	30.15	31.75	33.33	34.92	36	
		1-Apr-03	30.46	32.13	33.84	35.52	37.22	38.91		
		1-Apr-04	31.53	33.25	35.02	36.76	38.52	40.27		
24	Pharmacist 1	1-Apr-01	28.03	29.56	31.13	32.68	34.24	35.80		
		1-Apr-02	30.15	31.75	33.33	34.92	36.52			
		1-Apr-03	32.22	33.94	35.62	37.33	40.08			
		1-Apr-04	33.35	35.13	36.87	38.64	41.48			
25	Psych 4	1-Apr-01	33.79	35.75	37.73	39.69	41.65	43.61	45	
	Research Associate (PHD)	1-Apr-02	34.47	36.47	38.48	40.48	42.48	44.48	46	
		1-Apr-03	38.94	41.09	43.22	45.36	47.50	49.55		
		1-Apr-04	40.30	42.53	44.73	46.95	49.16	51.28		
26	Psych 5 - PPL	1-Apr-01	35.48	37.54	39.62	41.67	43.73	45.79	47	
		1-Apr-02	36.19	38.29	40.41	42.50	44.60	46.71	48	
		1-Apr-03	40.89	43.14	45.38	47.63	49.88	52.03		
		1-Apr-04	42.32	44.65	46.97	49.30	51.63	53.85		

APPENDIX “B” – PAY EQUITY (Revised)**REVISED MEMORANDUM OF AGREEMENT****BETWEEN:****THE OTTAWA HOSPITAL**
(the “Hospital”)

- and -

ONTARIO PUBLIC SERVICE EMPLOYEES’ UNION, LOCAL 464
(the “Union”)

WHEREAS the board of arbitration chaired by Russell Goodfellow in its award dated June 3, 2003 directed that the following provision be included in the collective agreement between the Hospital and the Union:

The parties to this collective agreement agree that the wage schedule and compensation practices contained in this collective agreement comply with the requirements of the *Pay Equity Act*, and that this collective agreement constitutes the Pay Equity Plan covering all members of the bargaining unit.

The final year wage adjustment contains a 0.5% Pay Equity adjustment for all classifications at the GDT level and above (the “Pay Equity Provision”).

AND WHEREAS the Hospital takes the position that the Pay Equity Provision should be included in the renewal of the parties’ collective agreement;

AND WHEREAS the Union takes the position that the Goodfellow Board of Arbitration was not legally empowered to determine that the wage schedule and compensation practices contained in the collective agreement complied with the requirements of the *Pay Equity Act* and that the Pay Equity Provision should not therefore be included in the renewed collective agreement;

AND WHEREAS a complaint has been filed under the provisions of the *Pay Equity Act* (the “Complaint”);

AND WHEREAS the Hospital and the Union wish to resolve their dispute with respect to inclusion of the Pay Equity Provision in their renewed collective agreement on the following basis:

1. In the event that the Pay Equity Hearings Tribunal dealing with the Complaint rules that the Goodfellow Board of Arbitration was not empowered to determine that the wage schedule and compensation practices contained in the collective agreement complied with the requirements of the *Pay Equity Act*, the Provision will not be included in the renewed collective agreement.
2. In the event that the Pay Equity Hearings Tribunal determines that the Complaint should be dismissed on the basis that the Goodfellow Board of Arbitration was empowered to determine that the wage schedule and compensation practices contained in the collective agreement

complied with the requirements of the *Pay Equity Act*, the Provision will be deemed to be included in the renewal collective agreement.

3. This agreement will not be referred to, relied upon, or used in any way in any legal proceeding concerning pay equity, whether at the Pay Equity Commission, the Pay Equity Tribunal or in any court proceedings or other proceeding related to pay equity.

LETTER OF UNDERSTANDING

Comment: Should be deleted as it has no application in this CA.

RE: Seniority Lists

Seniority lists, current to the end of the pay period following September 14, 2000 (the date of ratification of the common provisions), for each group of employees covered by the respective collective agreements will be reviewed before integration into one list. A seniority list for each group will be posted for a period of forty-five (45) days. Employees who feel that their seniority is incorrect will be encouraged to self identify within this 45 day period, by submitting a Request for Seniority Review form. A joint committee made up of Representatives of the Ottawa Hospital and OPSEU will review the requests and authorize corrections, if warranted. Once the corrections have been made, a process for integrating seniority will be agreed upon. Any disputes shall be resolved through the grievance procedure.

LETTER OF UNDERSTANDING

Re: Implementation of Scheduling Language and Work Week and Work Day Language

Section A

The parties agree to establish a committee for the purposes of facilitating the implementation of the scheduling provisions where existing schedules do not conform to such provisions

Such committee shall comprise equal numbers of Hospital and Union representatives. Where the Hospital and Union believe implementation of these provisions will result in the layoff or reduction in hours of employees, or will increase the cost to the employer, or will interfere with Operational Requirements, or will have a negative impact on employee(s), the parties endeavour to resolve such matters. Until such resolution is reached, the status quo will apply and those provisions of the Scheduling language and Work Week and Work Day language that are subject of the dispute shall not apply in the affected work area. Where this results in a departure from the language of the Collective Agreement, the parties will document this in a Memorandum of Agreement.

In the event the parties are unable to resolve the matter on their own, they may resort to the following dispute settlement mechanism:

- a) Each party has 14 calendar days from the time the parties are unable to resolve the issue to refer the matter to binding dispute resolution as described in this Letter of Understanding;
- b) A sole arbitrator will be selected from a list of four (4) arbitrators mutually agreed upon by the parties. The parties will exchange names of arbitrators and agree on a list of four (4) arbitrators no later than thirty (30) days after the ratification of the collective agreement, or issuance of the interest arbitration award, as the case may be.

Selection will be based on the availability of the arbitrator to hear the issue within 21 days of notification of the reference to binding dispute resolution as described in a) above. The arbitrator shall provide a response within fourteen (14) days of the hearing. Despite this provision, nothing prevents the parties from agreeing to a substitute arbitrator for determination of that dispute only.

- c) 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.
- d) The arbitrator shall have all necessary jurisdiction to vary the terms of Articles 17.01 and 17.06, if necessary to decide the issue. In no event may the arbitrator make a decision that results in the layoff or reduction in hours of an employee.

- e) The arbitrator shall consider all relevant factors when making a decision, but must also consider the following:
 - i) Operational requirements;
 - ii) Impact on individual employees
 - iii) Cost to the Hospital
- f) The fees and expenses of the arbitrator shall be divided equally between the Hospital and the Union.
- g) The time limits contained herein may be extended in writing by mutual agreement.

Section B

The parties agree to review the agreed upon items and awarded items to determine if any articles should be include in Articles 17.01 and 17.06, as appropriate.

Section C

If a premium would be payable due solely as a result of the changeover, no premium will be paid. If a premium would be lost solely as a result of the changeover, it shall be paid. The parties will meet to resolve anomalous situations arising from the changeover. If the parties cannot resolve such anomalous situations, either party shall have recourse to the dispute settlement mechanism.

Section D

The existing Job Share arrangements will be converted to regular part-time positions unless the Parties do not agree to do so. Where there is no such agreement and the parties decide to continue the job share arrangement, the terms and conditions of that arrangement will be documented in a memorandum of agreement. Where the Parties do not agree on either option or where the terms and conditions are not agreed upon, either party may refer the issue to the dispute settlement mechanism contained herein. Until a final determination is made the status quo will prevail. The arbitrator shall have all powers necessary to decide the issue and to do what is fair and equitable in the circumstances.

LETTER OF UNDERSTANDING

RE: Sick Leave Payout

For convenience, the Ottawa Hospital and OPSEU Local 464 have agreed to summarize the relevant payout provisions of accumulating sick leave plans that applied to employees in the bargaining unit prior to the ratification of this collective agreement.

For the purposes of interpretation of the following provisions, please refer directly to the relevant previous collective agreement, letters of understanding and/or sick leave plan document:

For sick leave credits earned under the former C.U.P.E. 576 and 1580 collective agreements:

This Article is not applicable when an employee has been dismissed for just cause.

- (a) Upon the completion of five (5) but less than ten (10) years continuous service, an employee upon termination shall be paid 50% of the unused portion of his sick leave credits. Payment shall not exceed sixty (60) working days.
- (b) Upon the completion of ten (10) but less than fifteen (15) years continuous service, an employee upon termination shall be paid 50% of the unused portion of his sick leave credits. Payment shall not exceed one hundred and twenty (120) days.
- (c) Upon the completion of fifteen (15) years continuous service, an employee upon termination shall be paid 50% of the unused portion of his sick leave credits. Payment shall not exceed one hundred and eighty (180) days.
- (d) Upon the death of an employee, the estate shall be entitled to payment as outlined in Clauses (a), (b) and (c).

For sick leave credits earned under the former RWC (USWA) collective agreement

18 (e)

- 01. Upon the completion of five (5) but less than ten (10) years continuous service, an employee upon termination shall be paid 50% of the unused portion of his sick leave credits. Payment shall not exceed sixty (60) working days.
- 02. Upon the completion of ten (10) but less than fifteen (15) years continuous service, an employee upon termination shall be paid

50% of the unused portion of his sick leave credits. Payment shall not exceed one hundred and twenty (120) days.

03. Upon the completion of fifteen (15) years continuous service, an employee upon termination shall be paid 50% of the unused portion of his sick leave credits. Payment shall not exceed one hundred and eighty (180) days.

(f) In case of death of an employee, accumulated unused sick leave shall be paid to the estate as per 18(e).

For sick leave credits earned under the former Civic AAHP:O collective agreement:

This Article is not applicable when an employee has been dismissed for just cause.

a) Upon the completion of five (5) but less than ten (10) years continuous service, an employee upon termination shall be paid 50% of the unused portion of his sick leave credits. Payment shall not exceed sixty (60) working days.

b) Upon the completion of ten (10) but less than fifteen (15) years continuous service, an employee upon termination shall be paid 50% of the unused portion of his sick leave credits. Payment shall not exceed one hundred and twenty (120) working days.

c) Upon the completion of fifteen (15) years continuous service, an employee upon termination shall be paid 50% of the unused portion of his sick leave credits. Payment shall not exceed one hundred and eighty (180) working days.

For sick leave credits earned under the former Grace AAHP:O collective agreement

Sick Leave Cash Out

On retirement (normal retirement age) 75% of accumulated sick leave credits will be paid to full time and scheduled regular part time employees up to a maximum of ninety (90) days.

On termination except for cause, 75% of accumulated sick leave credits will be paid to full time and permanent part time employees having completed ten calendar (10) years of continuous service up to a maximum of ninety (90) days.

LETTER OF UNDERSTANDING

Effective November 30, 1999, the Grace Hospital will pay 75% of accumulated sick leave credits up to a maximum of ninety (90) days, to each employee with a sick leave bank.

The remaining hours in the employees' sick leave banks will be transferred to the receiving hospital and are not subject to a payout upon termination.

REVISED MEMORANDUM OF AGREEMENT

BETWEEN:

THE OTTAWA HOSPITAL
(the "Hospital")

- and -

ONTARIO PUBLIC SERVICE EMPLOYEES' UNION, Local 464
(the "Union")

WHEREAS the Board of Arbitration chaired by Russell Goodfellow directed the Hospital and the Union to implement Wage Standardization pursuant to Letter of Understanding (the "Letter of Understanding");

AND WHEREAS paragraph 9 of the Letter of Understanding provides that certain disputes are to be settled pursuant to the grievance procedure under the Collective Agreement;

AND WHEREAS the Hospital and the Union wish to consolidate and expedite the resolution of such disputes, it is therefore agreed that:

- The Hospital and the Union will meet to jointly review all outstanding disputes, it being understood that failure to review a particular dispute shall not be a bar to its mediation/arbitration.
- All such disputes shall be referred to Mr. Barry Stephens who shall act as mediator/arbitrator. The parties will have an initial meeting with Mr. Stephens to determine an expedited process for dealing with these disputes.
- Mr. Stephens shall convene a mediation/arbitration commencing no later than October 200r and shall have a target date for completion of the mediation/arbitration of March 31, 2005.
- The disputes identified in Appendix "A" shall be referred to Mr. Stephens for resolution.
- Mr. Stephens shall be empowered to determine the extent to which any dispute referred to him is arbitrable under the provisions of the Letter of Understanding; it is agreed that no matter shall be found to be inarbitrable on procedural grounds.
- Mr. Stephens shall possess these powers of an arbitrator appointed under Section 48 of the *Labour Relations Act*.

LETTER OF UNDERSTANDING**Re: Liaison Nurse**

It is acknowledged that the issue of Liaison Nurse was raised in collective bargaining by the Employer.

LETTER OF UNDERSTANDING**Holding Two Jobs**

No employee will hold two different steps on the same pay scale, irrespective of the number of jobs the employee holds.

For clarity, when an employee holds more than one position on the same pay scale, his/her placement on the pay scale shall be at the step of the position he/she occupied first.

LETTER OF UNDERSTANDING

Medical Appointments

October 24, 2003

Ms. Sara Manoll
Staff Representative
Ontario Public Service Employees Union
2525 St. Laurent Boulevard, Suite 103
Ottawa, Ontario
K1H 8P5

Dear Sara,

As you know, there has been some uncertainty amongst employees regarding the provision of paid time off work to attend preventive medical and dental appointments. Under the previous composite collective agreement, practices and entitlements varied widely across the bargaining unit. There is currently no provision in the collective agreement that provides for this, and HOODIP benefits are only payable when an employee is Totally Disabled.

It is the Hospital's expectation that employees will schedule any medical and dental appointments outside working hours unless it is not possible to do so. Where appointments cannot be scheduled outside working hours, it would be the Hospital's expectation that they be scheduled in a manner that will cause the least disruption to the Hospital as possible.

However, where it is not possible to avoid missing time from work for the employee's medical or dental appointments, the Hospital would expect the following to take place:

1. Employees and managers should explore the option of changing their shift or start/finish times to accommodate the appointment. This change would be deemed to be at the employee's request.
2. If the shift cannot be changed, any time owing can be used to cover the time missed from work;
3. If there is no time owing, employees with frozen sick banks may, at the manager's discretion, draw upon the bank.
4. If there is no frozen sick bank, the manager will have discretion whether the absence should be paid.
5. Employees may request paid vacation to cover the absence.
6. Appropriate proof of attendance may be required.

This letter is not intended to confer any rights to any employee or to the Union, and should be viewed only as a list of options that the Hospital will communicate to its managers regarding this issue.

Sincerely,

Russ Tattersall
Senior Labour Relations Consultant

LETTER OF UNDERSTANDING

Sick Leave and Long Term Disability for certain part-time employees

1. Effective upon the ratification of this collective agreement, and only for eligible regular part-time employees who elected as part of the implementation of the previous collective agreement (The Goodfellow Award) to retain access to Health and Welfare benefits, the Hospital is prepared to provide a paid Short Term Sick Leave Plan as follows:
 - The parties agree that the provisions of the letter from the Hospital regarding sick leave for part-time employees dated October 27, 2003 will continue to apply to the period prior to the ratification of this Collective Agreement. It is understood that the new sick leave plan described in the October 27, 2003 letter is the same sick leave plan being provided under this collective agreement, and is described below.
 - Sick Leave credits will accumulate pro-rata (based on hours worked) against a "full time hours" entitlement of 1.5 days per month. For clarity, 1 day = 7.5 hours.
 - Employees may draw upon credits contained in their old bank (frozen as of June 2, 2003) and the new bank.
 - The new bank will accumulate until the combined total number of sick leave credits in the old bank and the new bank reaches 180 days.
 - The credits in the old bank (if any) will be utilized before credits in the new bank.
 - When administering this sick leave plan, the Hospital will apply the following provisions contained in the HOODIP Disability Income Plan, Part A (1992):
 - Eligibility for Sick Pay
 - Exclusions
 - Proof of Disability
 - Leaves of Absence
 - Disputes (For clarity it is understood that employees have access to the grievance provisions of the collective agreement)
 - The following Definitions
 - "Actively at Work" and "Active Work"
 - "Date of Disability"
 - "Total Disability" and "Totally Disabled"
 - For clarity, the old sick leave bank may be accessed only in accordance with the same rules as the new sick leave bank.
 - Employees will not be entitled to Sick Pay and Holiday Pay for the same day.

- Upon termination of employment, there is no cash value to accumulated credits in the new sick leave bank.
- 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 Workplace Safety and Insurance Board (WSIB) as compensable within the meaning of the Workplace Safety and Insurance Act, the Hospital, on application from the employee, will supplement the award made by the Workplace Safety and Insurance board for loss of wages to the employee by such amount that the award of the Workplace Safety and Insurance 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 WSIB benefits provided the employer is satisfied that the employee is Totally Disabled and provides appropriate Proof of Disability.

2. The Hospital will provide access to Long Term Disability Insurance, (provided such insurance can be obtained) to eligible regular part-time employees, subject to the following:
 - The employee must have elected to continue to receive Health and Welfare benefits in accordance with Article 21.01.01 of the Employer's Working Draft of the Collective Agreement.
 - The employee must have been covered by Long Term Disability Insurance on June 2, 2003 in accordance with a previous collective agreement, or a previous union-sponsored plan (where the Hospital was remitting premiums on behalf of such employee).
 - The employee will be responsible for paying 100% of the premiums.
 - The provision by the Hospital of access to this insurance plan is without prejudice or precedent.
 - LTD Plan details and benefit levels will be made available as soon as possible.

LETTER OF UNDERSTANDING**RE: Benefits Committee**

The Hospital will recognize an OPSEU Benefits Committee consisting of no more than two (2) employees, and will meet with the OPSEU Benefits Committee to discuss the benefits provided under the collective agreement. The OPSEU Benefits Committee may be accompanied by non-employee technical advisors for meetings with the Hospital.

Such meetings will take place at least annually upon request of either party.

If requested by the Union for the purposes of collective bargaining, the Hospital will supply the information required by law regarding benefits provided under this agreement.

The Hospital agrees that the members of the Benefits Committee shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending meetings of the Benefits Committee.

LETTER OF UNDERSTANDING**Re: Local President Leave**

The Local Union President (or designate) shall be granted a paid leave of absence from his/her normal duties for the purpose of assisting in dealing with issues arising from the creation of Ottawa Hospital.

The Local Union President (or designate) shall continue to accumulate service and seniority during the duration of the leave.

The cost of salary and benefits (or percentage in lieu of benefits if applicable) will be shared by the Hospital and the Union on a 50% - 50% basis. The Hospital will bill the Union in accordance with the established Union Leave billing process.