



COLLECTIVE AGREEMENT

BETWEEN

HAMILTON HEALTH SCIENCES
(HEREINAFTER REFERRED TO AS THE “EMPLOYER”)

AND

**ONTARIO PUBLIC SERVICES EMPLOYEE’S UNION,
LOCAL 273**
(HEREINAFTER REFERRED TO AS THE “UNION”)

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ARTICLE 1

1.01 Purpose

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 Recognition

The Hospital recognizes the Union as the exclusive bargaining agent for all employees of the Hamilton Health Sciences Corporation employed in a Technologist or Technician capacity in its Biomedical Engineering Department, Medical Laboratories, Diagnostic Imaging Department, MDU Department and Nuclear Medicine Department save and except supervisors, persons above the rank of supervisor and professional medical staff. For purposes of clarity, the following positions are included in the bargaining unit: Perfusionist, Quality Assurance Technician, Respiratory Technologist and Respiratory Therapist.

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 Full-Time Employee

A full-time employee is an employee regularly scheduled for thirty-seven and one-half (37.5) hours per week.

2.03 Part-Time Employee

A regular part-time employee is an employee regularly scheduled for less than thirty-seven and one-half (37.5) hours per week and who makes a commitment to the Hospital to be available on a regular predetermined basis as required and scheduled to work by the Hospital.

2.04 Casual Part-Time Employee

A casual part-time employee is one who is employed on a relief or replacement basis and who is available for call-ins as circumstances demand. If a casual part-time employee has not been available or refuses to work for two (2) months, they shall be given two (2) weeks notice of the Hospital's intent to remove them from the call list; should the employee fail to respond within two (2) weeks, they may be removed from the call list; to remain on the call list, the employee must signify in writing within the two (2) week period and work the next scheduled shift, failing which they may be removed without further notice.

2.05 Site

Site means the buildings, employees and activities located at either the General Hospital or the Henderson Hospital or the McMaster Hospital or the Chedoke campus or any other location where the Hospital conducts business where work is performed by employees included within the recognition Article.

2.06 Parties

"Parties" referred to in this collective agreement mean the Union and the Hospital.

ARTICLE 3 - NO DISCRIMINATION OR HARASSMENT

3.01 The Hospital and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practised by any of their representatives with respect to any employee because of her membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising her rights under the Collective Agreement.

3.02 It is agreed there will be no discrimination by either party or by an employee covered by this Agreement with respect to employment because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed (religion), sex, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status or handicap as defined within the Ontario Human Rights Code.

3.03 It is agreed every employee covered by this Agreement has a right to freedom from harassment in the workplace by either party or by another employee covered by this Agreement because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed (religion), sex, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status or handicap as defined within the Ontario Human Rights Code.

3.04 The parties acknowledge their shared obligations with respect to accommodation in the area of employment as defined within the Ontario Human Rights Code.

ARTICLE 4 - NO STRIKE/NO LOCKOUT

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

ARTICLE 5 - UNION SECURITY (DUES DEDUCTIONS)

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

The Hospital agrees to forward to OPSEU Central, on a one (1) time basis, a master list of current bargaining unit members. This list shall include employee name,

classification/job title, part-time/full-time status and if on leave of greater than thirty (30) days, and shall be provided no later than the posting of the second seniority list from date of ratification.

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

5.02 No Other Agreements

No employee shall be required or permitted to make any written or verbal agreement with the Hospital or its representative(s) which conflicts with the terms of this agreement.

No individual employee or group of employees shall undertake to represent the Union at meetings with the Hospital without proper authorization from the Union.

ARTICLE 6 - REPRESENTATION AND COMMITTEES

6.01 Union Stewards

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

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

6.02 (a) Labour Management Committee

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

(b) Part-Time Utilization Information

The Hospital agrees to supply the 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 has cause to believe they are being asked to perform more work than is consistent with proper patient care, they may express their concerns to their supervisor. The employee may complete a "Workload Review Form" which shall be provided by the employee to the supervisor and the Union. The Workload Review Form is attached to this letter of agreement.

The supervisor shall discuss the employee's concerns that are expressed on the Workload Review Form. It is understood that Workload Review Forms may be further discussed at Labour Management Committee meetings.

If after a thorough investigation no consensus can be reached at Labour Management Committee, the parties will meet with the Chief Operating Officer or a designate who shall be a direct report to the Chief Operating Officer within thirty (30) days of referral to present the issues. The Chief Operating Officer or designate will notify the Union of the Decision in writing within fourteen (14) days.

- (ii) The Hospital will not require an employee to perform work beyond their scope of practice as defined by their Professional College.

6.03 (a) Negotiating Committee

The Hospital agrees to recognize a negotiating committee comprised of up to five (5) members to be elected or appointed from the bargaining unit. The purpose of the committee shall be to negotiate a renewal of their collective agreement. The Hospital agrees that members of the committee shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending negotiating meetings with the Hospital up to and including conciliation.

(b) Grievance Committee

The Hospital agrees to recognize a grievance committee comprised of up to four (4) members. The four (4) committee members shall consist of the Union President and not more than one representative from each site to be elected or appointed from the bargaining unit. One member shall be the Chairperson. The purpose of the committee shall be to deal with grievances as set out in this collective agreement. The Hospital agrees that members of the committee shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending grievance meetings with the Hospital up to but not including arbitration.

6.04 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 Employee Relations or designate.

6.05 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 period of up to fifteen (15) minutes during the employee's probationary period, without loss of regular earnings. The purpose of such meeting will be to acquaint the employee(s) with such representative of the Union and the collective agreement. These interviews will be scheduled in advance, arranged collectively or individually by the Hospital and the Hospital will supply the dates, times and locations to the Union.

ARTICLE 7 - ACCIDENT PREVENTION – HEALTH & SAFETY COMMITTEE

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

A member of a committee is entitled to:

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

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

- 7.07 The Hospital will ensure that there is at least one (1) OPSEU member certified, as described in the Occupational Health and Safety Act R.S.O.1990, as amended from time to time. Such member will be selected or appointed by the Union.

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

7.08 Hepatitis B Vaccine

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

ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURE

- 8.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.
- 8.02 At the time formal discipline is imposed or at any stage of the grievance procedure an employee shall have the right upon request to the presence of his/her steward. In the case of suspension or discharge the Hospital shall notify the employee of this right in advance.
- 8.03 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until she has first given her immediate supervisor the opportunity of adjusting her complaint. The grievor may have the assistance of a union steward if he or she so desires. Such complaint shall be discussed with her immediate supervisor within nine (9) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee and failing settlement within nine (9) calendar days, it shall then be taken up as a grievance within nine (9) calendar days following advice of her immediate supervisor's decision in the following manner and sequence:

Step No. 1

The employee, who may be accompanied by a steward, may submit a written grievance signed by the employee to her immediate supervisor. The grievance shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement which are alleged to be violated. The Union and the Hospital may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. The supervisor will deliver his decision in writing within nine (9) calendar days following the day on which the grievance was presented to him. Failing settlement or response, then:

Step No. 2

Within nine (9) calendar days following the decision under Step No. 1, the grievance may be submitted in writing to the Human Resources designee. A

meeting will then be held between the Hospital and the Grievance Committee within nine (9) calendar days of the submission of the grievance at Step No. 2 unless extended by agreement of the parties. It is understood and agreed that a representative of the Union and the grievor may be present at the meeting. It is further understood that the Hospital may have such counsel and assistance as it may desire at such meeting. The decision of the Hospital shall be delivered in writing within nine (9) calendar days following the date of such meeting.

8.04 Policy Grievance

A complaint or grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within fourteen (14) calendar days following the circumstances giving rise to the complaint or 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 such employee could himself institute and the regular grievance procedure shall not be thereby bypassed.

8.05 Group Grievance

Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing identifying each employee who is grieving to the Human Resources designee within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

8.06 Discharge Grievance

The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration. A claim by an employee who has completed her probationary period that she has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Hospital at Step No. 2 within seven (7) calendar days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

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

Wherever the Hospital deems it necessary to suspend or discharge an employee, the Hospital shall notify the Union of such suspension or discharge in writing. The Hospital agrees that it will not suspend, discharge or otherwise discipline an employee who has completed her probationary period, without just cause.

- 8.07 (a) Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a

matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within eighteen (18) calendar days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within sixteen (16) calendar days after the decision under Step No. 2, it will be deemed to have been received within the time limits.

- (b) The parties agree that it is their intent to resolve grievances without recourse to arbitration, where possible. Therefore, notwithstanding (a) above, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.

- 8.08 All agreements reached under the Grievance Procedure between the representatives of the Hospital and the representatives of the Union will be final and binding upon the Hospital and the Union and the employees.
- 8.09 When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking Arbitration Procedure. The two nominees shall attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.
- 8.10 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 8.11 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 8.12 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 8.13 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and, where there is no majority the decision of the chairman will be final and binding upon the parties hereto and the employee or employees concerned.
- 8.14 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairman of the Arbitration Board.
- 8.15 The time limits set out in the Grievance and Arbitration Procedures herein 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 subject only to the provisions of Section 44 (6) of The Labour Relations Act.

- 8.16 Wherever 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.

ARTICLE 9 - LETTERS OF REPRIMAND AND ACCESS TO FILES

- 9.01 Any letter of reprimand or suspension will be removed from the record of a full-time employee after a period of twelve (12) months of actual time worked and 1650 hours of actual time worked for a part-time employee following the receipt by the employee of such letter or suspension provided that the employee's record has been discipline free for said period.
- 9.02 Each employee shall have reasonable access to her human resources file for the purposes of reviewing any evaluations, letters of counselling or formal disciplinary notations contained therein. Such review shall take place in the presence of a representative of the Hospital. A copy of the above documents will be provided to the employee on request. An employee is entitled to place a written response to letters of counselling in her file.

ARTICLE 10 - SENIORITY AND SERVICE

10.01 Probationary Period

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

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

10.02 Seniority List

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

10.03 Seniority Accumulation

- (a) A full-time employee regularly scheduled to thirty-seven and one half (37½) hours per week, will accumulate seniority on the basis of their continuous service in the bargaining unit from the last date of hire, except as otherwise provided herein.

- (b) (i) An employee working less than thirty-seven and one half (37 ½) hours per week will accumulate seniority on the basis of one (1) year's seniority for each 1650 hours worked in the bargaining unit as of the last date of hire.
- (ii) It is understood hours worked, referred to in (i) above, will include hours worked and paid at the regular straight time hourly rate and will not include any hours worked and paid at overtime and or premium rates.
- (iii) It is understood no employee, referred to in (i) above, may accrue more than 1650 hours seniority in a calendar year.

10.04 Transfer of Seniority

Seniority shall be retained by an employee in the event she is transferred from full-time to part-time or vice versa. For the purposes of the application of seniority under the agreement, an employee whose status is changed from full-time to part-time shall receive credit for her 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, an employee whose status is changed from part-time to full-time shall receive credit for her 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.

10.05 Effect of Absence

- (a) (Article (a) applies to full-time employees only; Note¹ provides that the accrual of seniority and service on pregnancy and parental leave also applies to part-time employees; Note² provides that this clause (including the notes) must be interpreted in a manner consistent with the *Ontario Human Rights Code* and the *Employment Standards Act*).

If an employee's absence without pay from the Hospital including absences under Article 14, Leaves of Absence, exceeds thirty (30) continuous calendar days the employee will not accumulate seniority or service for any purposes under the Collective Agreement for the period of the absence in excess of thirty (30) continuous calendar days unless otherwise provided and the employee will become responsible for full payment of any subsidized employee benefits in which she is entitled to participate during the period of absence. In the case of unpaid approved leaves of absence in excess of thirty (30) continuous calendar days an employee may arrange with the Hospital to repay the full premium of any applicable subsidized benefits during the period of leave in excess of thirty (30) continuous calendar days to ensure continuing coverage. In

circumstances where a full-time employee is on an unpaid leave of absence in excess of thirty (30) calendar days and voluntarily works occasional tour(s) during the leave period, the employee shall be deemed to have continued on unpaid leave.

Notwithstanding this provision, seniority shall accrue if an employee's absence is due to disability resulting in WSIB benefits or LTD benefits (including the period of the disability program covered by Employment Insurance). In

addition, the Hospital shall continue to contribute its share of premiums for those subsidized employee benefits in which the employee is participating for up to 30 months while an employee is in receipt of WSIB benefits or LTD benefits (including the period of the disability program covered by Employment Insurance).

Notwithstanding this provision, seniority and service will accrue and the Hospital will continue to pay the premiums for benefit plans for employees for a period of up to seventeen (17) weeks while an employee is on pregnancy leave under Article 14.05(a) and for a period of up to thirty-five (35) weeks while an employee is on parental leave under Article 14.05(b). Seniority and service will accrue for an adoptive parent or a natural father for a period of up to fifty-two (52) weeks while such employee is on a parental leave under Article 14.05(b).

The rate of accumulation for a full-time employee regularly scheduled for twenty (20) hours or more but less than thirty-seven and one half (37 ½) hours per week will be based on the employee's normal weekly hours paid over the preceding qualifying twenty-six (26) weeks. Normal weekly hours paid will include hours worked and paid at the regular straight time hourly rate and will not include any hours worked and paid at overtime and or premium rates. A qualifying week is a week where an employee is not absent due to vacation, pregnancy-parental leave, WSIB, or illness or injury that exceeds thirty (30) consecutive calendar days.

Note': The accrual of seniority and service for employees on pregnancy and parental leave applies to both full-time and part-time employees.

Note': This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code* and the *Employment Standards Act*.

- (b) Seniority for employees working less than thirty-seven and one half (37 ½) hours per week, shall accrue for absences due to a disability resulting in WSIB benefits, or illness or injury in excess of thirty (30) consecutive calendar days. The rate of accumulation will be based on the employee's normal weekly hours paid over the preceding qualifying twenty-six (26) weeks. Normal weekly hours paid will include hours worked and paid at the regular straight time hourly rate and will not include any hours worked and paid at overtime and or premium rates. A qualifying week is a week where an employee is not absent due to vacation, pregnancy-parental leave, WSIB, or illness or injury that exceeds thirty (30) consecutive calendar days.

10.06 Retention & Accumulation of Seniority on Transfer Outside Bargaining Unit

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

- (a) a period of less than twelve (12) months or such longer period as the parties may agree upon or;
- (b) a specific term of appointment, including temporarily replacing an employee outside the bargaining unit shall retain but not accumulate seniority held at the time of transfer. In the event the employee is returned to a position in the bargaining unit within the time periods noted in (a) or (b), she shall be credited

with the seniority held at the time of transfer and shall resume accumulation from the date of her return to the bargaining unit.

- (c) the Hospital will advise the Union of the name of the employee, effective date of transfer, the position the employee is to be transferred to and the expected duration of such transfer as referred to above.

10.07 Loss of Service and Seniority

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

- (a) leaves of her own accord;
- (b) is discharged and the discharge is not reversed through the grievance or arbitration procedure;
- (c) has been laid off without recall 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 her intention to return within five (5) calendar days after she has received the notice of recall mailed by registered mail to the last known address according to the records of the Hospital and fails to report to work within ten (10) calendar days after she has received the notice of recall or such further period of time as may be agreed upon by the parties;

ARTICLE 11 - LAYOFF AND RECALL

11.01 Notice and Redeployment Committee

(a) Notice

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

- (i) provide the Union with no less than five (5) months' written notice of the proposed layoff; and
- (ii) provide to the affected employee(s), if any, who will be laid off with no less than four **(4)** months' written notice of layoff, or pay in lieu thereof.

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

(b) A layoff shall not include a reassignment of an employee from her or his classification or area of assignment who would otherwise be entitled to notice of layoff provided:

- (i) the reassignment of the employee is to an appropriate permanent job with the employer having regard to the employees skills, abilities, qualifications and training or training requirements;
- (ii) the reassignment of the employee does not result in a reduction of the employees wage rate or hours of work;
- (iii) the job to which the employee is reassigned is on the same or substantially similar shift or shift rotation; and
- (iv) where more than one employee is to be reassigned in accordance with this provision, the reassigned employees shall be entitled to select from the available appropriate vacancies to which they are being reassigned in order of seniority provided no such selection causes or would cause a layoff or bumping.

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

(c) Any vacancy to which an employee is reassigned pursuant to paragraph (b) need not be posted.

(d) **Redeployment Committee**

A Redeployment Committee will be established not later than two (2) weeks after the notice referred to in 11.01 and will meet thereafter as frequently as is necessary.

(i) Committee Mandate

The mandate of the Redeployment Committee is to identify and propose possible alternatives to the proposed layoff(s).

(ii) Committee Composition

The Redeployment Committee shall be comprised of up to three (3) representatives of the Union and up to three (3) representatives of the Hospital.

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

(iii) Disclosure

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

11.02 Layoff and Recall

(a) A full-time employee in receipt of notice of layoff pursuant to Article 11.01(a)(ii) may:

- (i) accept the layoff; or
- (ii) opt to receive a separation allowance as outlined in Article 11.05; or
- (iii) opt to retire, if eligible under the terms of the Hospitals of Ontario Pension Plan (HOOPP) as outlined in Article 20.07; or
- (iv) Displace a full-time employee who has lesser bargaining unit seniority whose work she is currently qualified to do, and who is the least senior full-time employee in a lower or identical paying classification in the bargaining unit, in a similar rotation, or who is the least senior full-time employee in a lower or identical paying classification in the bargaining unit.

An employee who is displaced, as per above, and any subsequent employees displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article 11.01. It is understood that said employees electing the option to displace, may displace a full-time employee who has lesser bargaining unit seniority whose work she is currently qualified to do and who is the least senior full-time employee in the bargaining unit.

An employee who chooses to exercise the right to displace, as defined in this article, shall advise the Hospital of her intention to do so and the position claimed within three (3) days after receiving the notice of layoff. Employees failing to do so will be deemed to have accepted the layoff.

- (v) In the event that the affected employee is the most junior full-time employee, such employee may displace a regular part-time employee

who has lesser bargaining unit seniority whose work she is currently qualified to do, and who is the least senior regular part-time employee in a lower or identical paying classification in the bargaining unit, in a similar rotation, or who is the least senior regular part-time employee in a lower or identical paying classification in the bargaining unit.

- (b) A regular part-time employee in receipt of notice of layoff pursuant to Article 11.01(a)(ii) may:
- (i) accept the layoff; or
 - (ii) opt to receive a separation allowance as outlined in Article 11.05; or
 - (iii) opt to retire, if eligible under the terms of the Hospitals of Ontario Pension Plan (HOOPP) as outlined in Article 20.07; or
 - (iv) displace a regular part-time employee who has lesser bargaining unit seniority whose work she is currently qualified to do, and who is the least senior regular part-time employee in a lower or identical paying classification in the bargaining unit, in a similar rotation, or who is the least senior regular part-time employee in a lower or identical paying classification in the bargaining unit.

An employee who is displaced, as per above, and any subsequent employees displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article 11.01. It is understood that said employees electing the option to displace, may displace a regular part-time employee who has lesser bargaining unit seniority whose work she is currently qualified to do and who is the least senior regular part-time employee in the bargaining unit.

An employee who chooses to exercise the right to displace, as defined in this article, shall advise the Hospital of her intention to do so and the position claimed within three (3) days after receiving the notice of layoff. Employees failing to do so will be deemed to have accepted the layoff.

- (v) In the even that the affected employee is the most junior regular part-time employee, such employee may displace a regular full-time employee who has less bargaining unit seniority whose work she is currently qualified to do, and who is the least senior regular full-time employee in a lower or identical paying classification in the bargaining unit.
- (c)
- (i) A full-time employee shall have opportunity of recall from a layoff to a permanent full-time vacancy, in order of seniority, provided she is currently qualified to perform the duties of such vacancy, before the vacancy is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been complete.
 - (ii) In determining the qualifications of a full-time employee to perform the duties for the purposes of (i) above, the Hospital shall not act in an arbitrary or unfair manner.

- (iii) A full-time employee recalled to work in a different classification from which she was laid off shall have the privilege of returning to the full-time position held prior to the layoff should it become vacant within six (6) months of being recalled.
 - (iv) No new full-time employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so.
 - (v) The Hospital shall notify a full-time employee of recall opportunity by registered mail, addressed to the last address on record with the Hospital (which notification shall be deemed to be received on the second day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his or her proper address being on record with the Hospital.
- (d)
- (i) A regular part-time employee shall have the opportunity of recall from layoff to a permanent regular part-time vacancy, in order of seniority, provided she is currently qualified to perform the duties of such vacancy, before the vacancy is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been complete.
 - (ii) In determining the qualifications of a regular part-time employee to perform the duties for the purposes of (i) above, the Hospital shall not act in an arbitrary or unfair manner.
 - (iii) A regular part-time employee recalled to work in a different classification from which she was laid off shall have the privilege of returning to the regular part-time position held prior to the layoff should it become vacant within six (6) months of being recalled.
 - (iv) No new regular part-time employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so.
 - (v) The Hospital shall notify a regular part-time employee of recall opportunity by registered mail, addressed to the last address on record with the Hospital (which notification shall be deemed to be received on the second day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his or her proper address being on record with the Hospital.
- (e) Article 11 shall not apply to a casual employee.

11.03 Benefits on Layoff

(The following clause is applicable to only those employees regularly scheduled for 20 hours per week or more.)

In the event of layoff, the Hospital shall pay its share of insured benefit premiums up to the end of the month in which the lay-off occurs.

The employee may, if possible under the terms and conditions of the insurance benefits programs, continue to pay the full premium cost of a benefit or benefits for up to three (3) months following the end of the month in which the lay-off occurs. Such payment can be made through the payroll office of the Hospital provided that the employee informs the Hospital of her intent to do so at the time of the lay-off, and arranges with the Hospital the appropriate payment schedule.

11.04 Retraining

(a) Retraining for Positions within the Hospital

Where, with the benefit of retraining of up to six (6) months, an employee who has either accepted the layoff or who is unable to displace any other employee could be redeployed to a hospital position identified by the Redeployment Committee in accordance with Article 11.01(d).

- i) Opportunities to fill vacant positions identified by the Hospital Redeployment Committee through retraining shall be offered to employees who apply and would qualify for the position with the available retraining in order of their seniority until the list of any such opportunities is exhausted. Opportunities to fill vacancies outside of OPSEU bargaining units may be offered by the Hospital at its discretion.
- ii) The Hospital and the Union will cooperate so that employees who have received notice of permanent layoff and been approved for retraining in order to prevent a layoff will have their work schedules adjusted in order to enable them to participate in the retraining, and scheduling and seniority requirements may by mutual agreement be waived.
- iii) Apart from any on-the-job training offered by the Hospital, any employee subject to layoff who may require a leave of absence to undertake retraining in accordance with the foregoing shall be granted an unpaid leave of absence which shall not exceed six (6) months.
- iv) Laid-off employee who are approved for retraining in order to qualify for a vacant position within the Hospital will continue to receive insured benefits.

(b) Placement

Upon successful completion of her training period, the Hospital and the Union undertake to waive any restrictions which might otherwise apply, and the employee will be placed in the job identified in 11.01(d).

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

1.05 Rationalization

In the event of a rationalization or consolidation of any part of the services of the Hospital with those of another hospital or hospitals, a joint committee of the participating hospitals and unions shall meet to discuss the specifics of the **rationalization/consolidation**.

As soon as possible in the course of developing a plan for the implementation of the rationalization the Hospital shall notify affected employees and the Union of the projected staffing needs, and their location, which are anticipated to result; notice to affected employees and the Union; and the estimated number, types of positions and location, anticipated to be available as a result of the rationalization.

In the event of staff employment effects resulting from the reduction or elimination of the rationalization or consolidation of Hospital services referred to above, such affected staff will be provided the opportunity to exercise their Layoff and Recall rights as per Article 11.

11.06 Separation Allowances

- (a) Where an employee resigns within thirty (30) days after receiving notice pursuant to Article 11 (a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of sixteen (16) weeks' pay, and, on production of receipts from an approved education program, within twelve (12) months of resignation will be reimbursed for tuition fees up to a maximum of three thousand (\$3,000.00) dollars.
- (b) Where an employee resigns later than thirty (30) days after receiving notice pursuant to Article 11(a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250.00) dollars.

ARTICLE 12 -TECHNOLOGICAL CHANGE

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

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

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

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

- 12.02 Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall be given a

period of training, with due consideration being given to the employee's previous educational background, during which they may perfect or acquire the skills necessitated by the newer method of operation. The employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six months.

ARTICLE 13 - JOB POSTING

- 13.01(a)(i) Where a permanent vacancy exists, or where the Hospital creates a new permanent position in the bargaining unit, such a vacancy shall be posted for a period of seven **(7)** calendar days. Applications for such a vacancy shall be made in writing within the seven (7) day period referenced herein.
- (ii) A vacancy referred to in (i) above, shall include for information purposes; department, classification, qualifications and site location(s).
- (iii) A copy of a vacancy referred to in (i) above, will be provided the Local President or designate.
- (iv) In filling a vacancy referred to in (i) above, 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.
- (v) In matters of promotion and staff transfer a successful bargaining unit applicant shall be allowed a trial period of up to thirty (30) calendar days during which the Hospital will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned by the Hospital, to the position formerly occupied, without loss of seniority. Should the employee return or be returned to her former job, the filling of subsequent vacancies will be reversed. It is understood that upon agreement between the Hospital and Union the trial period may be extended to sixty (60) calendar days.
- (vi) The name of the successful applicant to a vacancy referred to in (i) above, will be posted and provided the Local President or designate.
- (vii) An employee who is promoted to a higher rated classification within the bargaining unit will be placed in the range of the higher rated classification so that she shall receive no less an increase in wage rate than the equivalent of one step in the wage rate of her previous classification. The employee's anniversary date shall be adjusted.
- (viii) At the request of an unsuccessful applicant to a vacancy referred to in (i) above, the Hospital will discuss with the unsuccessful applicant ways in which said applicant may improve for future postings.
- (b)(i) With the exceptions referred to in (ii) below, if the Hospital expects a temporary vacancy to exceed six (6) months in duration, the vacancy will be posted and filled in the same manner as a vacancy referred to in (a) above.
- (ii) The Hospital will not post a temporary vacancy and may fill at its own discretion a temporary vacancy caused by illness or accident or vacations.

- (iii) Upon completion of a temporary vacancy referred to in (i) or (ii) above, a bargaining unit employee selected to fill such vacancy will be returned to her former position. Such employee shall continue to accrue seniority while filling the temporary vacancy.
- (iv) An employee newly hired to fill a temporary vacancy referred to in (i) or (ii) above, will not accrue seniority during the temporary vacancy. If such employee successfully posts into a permanent position within the bargaining unit, she will then be credited with seniority from her last date of hire. The release or discharge of such employee during or at the completion of the temporary vacancy shall not be subject of a grievance or arbitration."

ARTICLE 14 - LEAVES OF ABSENCE

14.01 Leaves of Absence

(Note: Article 14.01 applies to full-time and regular part-time employees.)

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

14.02 Union Business Leave

(a) Local Union Business Leave

- (i) The Hospital agrees to grant leaves of absence without pay to employees for the purpose of attending Union seminars and/or attending to Union business provided that such leave will not interfere with the efficient operation of the Hospital. Such leave will not be unreasonably denied.
- (ii) In requesting such leave of absence referred to in reference (a)(i) above, the Union must give at least fourteen **(14)** calendar days notice in writing to the Hospital, unless not reasonably possible to give such notice.
- (iii) The cumulative total leave of absence will not exceed eight (8) employees at any one time comprised of, within a site not more than one (1) employee from any one discipline or service function of less than twenty (20) employees, or two **(2)** employees from any one discipline or service function of twenty (20) or more employees to a total of one hundred and sixty (160) person days in any one ~~(10)~~ contract year. It is understood that at the request of the Union, the Hospital may consider increasing the cumulative total leave of absence or the number of employees off at any one time.

(b) Union Position Leave – Full Time

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.

The employee shall notify the Hospital at least four (4) weeks in advance of her intention to return to the Hospital. The employee shall be returned to her former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had the employee not been on leave.

- (c) Where an individual of the bargaining units represented centrally by OPSEU is elected or appointed as an Executive Board Member, Executive Officer, member of the central negotiating committee, member of Medical Division Executive or as a Membership Development Trainee, such individual shall be granted leave of absences for the time off required to exercise the duties of such appointment. The notice requirements to obtain such time off shall be governed in accordance with the leave of absence policy and procedure of the affected Hospital. Such positions shall be limited to ~~two~~ (2) members from a Hospital with no more than one (1) individual from within a section/division within a Department.
- (d) For leaves of absence without pay for Union business under the terms of this Agreement, including unpaid leave for members of the Central Negotiating Team, the employee's salary and applicable benefits will be maintained by the Hospital and the Union will reimburse the Hospital for the cost of salary and benefits. The Hospital will bill the Union and the Union will reimburse the Hospital within a reasonable period of time. In addition, seniority and service shall accumulate during such leaves of absence.

14.03 Bereavement

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

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

An employee who notifies the Hospital as soon as possible following a bereavement will be granted a bereavement leave of one (1) scheduled working day off without loss of regular pay from regularly scheduled hours to attend the funeral of, or a memorial service (or equivalent) for her aunt, uncle, niece or nephew.

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

14.04 Jury and Witness Duty

If a full-time or regular part-time employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital, the employee shall not lose service/seniority or regular pay because of such attendance and shall not be required to work the night shift prior to, or on the day of such date provided that the employee:

- (a) Notifies the Hospital immediately on the employee's notification that she or he will be required to attend court;
- (b) presents proof of service requiring the employee's attendance;
- (c) deposits with the Hospital the full amount of compensation received excluding mileage, traveling and meal allowances and an official receipt where available.

In addition, where a full-time employee or regular part-time employee is selected for jury duty for a period in excess of one (1) week, she or he shall be paid for all hours scheduled and not be expected to attend at work. Upon completion of the process the employee shall be returned to that point on her or his former schedule that is considered appropriate by the Hospital. It is understood and agreed that the local parties may agree to different scheduling arrangements for the first week of jury and witness duty.

14.05 Pregnancy/Parental Leave

(a) Pregnancy Leave

- (i) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. An employee who is eligible for a pregnancy leave may extend the leave for a period of up to twelve **(12)** months' duration, inclusive of any parental leave.
- (ii) An employee shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- (iii) An employee shall reconfirm her intention to return to work on the date originally approved in (b) above by written notification received by the Hospital at least four **(4)** weeks in advance thereof. The employee shall be reinstated to her former position unless the position has been discontinued in which case she shall be given a comparable job.
- (iv) An employee newly hired to replace an employee who is on approved pregnancy leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Hospital, in a permanent position, the employee shall be credited with seniority from date of hire subject to successfully completing her probationary period. The employee shall be credited with tours worked (hours worked for employees whose regular hours of work are other than the standard work day) towards the probationary period provided in Article 10.01 to a maximum of 30 tours (225 hours for employees whose regular hours of work are other than the standard work day).

The Hospital will outline to an employee hired to fill such temporary vacancy the circumstances giving rise to the vacancy and the special conditions relating to such employment.

- (v) The Hospital may request an employee to commence pregnancy leave at such time as the duties of her position cannot be reasonably performed by a pregnant woman or the performance or non-performance of her work is materially affected by the pregnancy.
- (vi) On confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 18 of the *Employment Insurance Act* shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two (2) week Employment Insurance waiting period, and receipt by the Hospital of the employee Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue for a maximum period of fifteen (15) weeks. 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. The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment Insurance benefit (currently 26 weeks).

The employee does not have any vested right except to receive payments for the covered employment period. The plan provides that payments 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.

(b) Parental Leave

- (i) An employee who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- (ii) An employee who has taken pregnancy leave under Article 14.05 is eligible to be granted a parental leave of up to thirty-five (35) weeks duration, in accordance with the *Employment Standards Act*. An employee who is eligible for a parental leave who is the natural father or is an adoptive parent may extend the parental leave for a period of up to twelve (12) month's duration, consideration being given to any requirements of adoptive authorities. In cases of adoption, the employee shall advise the hospital as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.
- (iii) The employee shall be reinstated to her former position, unless that position has been discontinued, in which case the employee shall be given a comparable job.

- (iv) An employee newly hired to replace an employee who is on approved parental leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Hospital, in a permanent position, the employee shall be credited with seniority from date of hire subject to successfully completing her probationary period. The employee shall be credited with tours worked (hours worked for employees whose regular hours of work are other than the standard work day) towards the probationary period provided in Article 10.01 to a maximum of 30 tours (225 hours for employees whose regular hours of work are other than the standard work day).

The Hospital will outline to an employee hired to fill such temporary vacancy, the circumstances giving rise to the vacancy and the special conditions relating to such employment.

- (v) On confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 20 of the *Employment Insurance Act* shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between eighty-four (84%) percent of the employee's regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two (2) 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 such benefits for a maximum period of ten (10) weeks. 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. The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment Insurance benefit (currently 26 weeks).

14.06 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 will accrue seniority and service during such absence.

Subject to operational requirements, the Hospital will make every reasonable effort to grant requests for necessary changes to an employee's schedule to enable attendance at a recognized upgrading course or seminar related to employment with the Hospital.

- (b) An employee shall be entitled to leave of absence without loss of earnings from her or his regularly scheduled working hours for the purpose of writing exams arising out of any Quality Assurance Program required by any of the Professional Colleges.

14.07 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, at least six (6) months prior to the intended commencement date of the salary deferral portion of the Pre-Paid Leave Plan.

As between two (2) or more candidates, from the same department, seniority shall govern. The employee will be informed of the disposition of her application as soon as is reasonably possible after the closing date for applications and such requests shall not be unreasonably denied.

- (c) The total number of employees that may be accepted into the Pre-Paid Leave Plan in any one plan year shall not exceed ten (10) employees at any one time comprising of not more than one (1) employee from any one discipline or service of less than twenty (20) employees or two (2) employees from any one discipline or service function of twenty (20) or more employees. It is understood that at the discretion of the Hospital, the number of employees that may be absent at any one time may be expanded. Where there are more applications than spaces allotted, seniority shall govern subject to (b) above.

(d) Nature of Final Agreement

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

- (i) A statement that the employee is entering the plan in accordance with this article.
- (ii) The period of salary deferral and the period for which the leave is requested.
- (iii) The manner in which the deferred salary is to be held including any deferred interest.
- (iv) 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.

Employees will be allowed to participate in health and welfare benefits plans during the year of the leave, but the full cost of such plans will be borne by the employees.

Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan.

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

(h) Seniority and Service

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

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

(i) Assignment on Return

On return from leave, a participant will be assigned to her 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 (j) above.

(l) Plan Year

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

(m) Status of Replacement Employee

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

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

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

14.08 Counsel

Where the Hospital requires an employee to attend any meetings with a Hospital's counsel in preparation for a case which either arises from an employee's employment with the Hospital or otherwise involves the Hospital, the Hospital will make every reasonable effort to schedule such meetings at the Hospital during the employee's regularly scheduled hours of work. If the employee is required to attend such meetings outside of her regularly scheduled hours, the employee shall be paid for all hours spent in such meetings at her regular straight time hourly rate of pay.

ARTICLE 15 - SICK LEAVE AND LONG TERM DISABILITY

(The following clause is applicable to only those employees regularly scheduled for 20 hours per week or more.)

- (a) The Hospital shall provide a short-term sick leave plan at least equivalent to that described in the current Hospitals of Ontario Disability Income Plan (HOODIP) brochure. Copies of the HOODIP brochure will be made available to employees upon request.
- (b) The Hospital will pay seventy-five percent (75%) of the billed premium toward coverage of eligible employees under the long-term disability Plan (HOODIP or equivalent), the employee paying the balance of the billed premium through payroll deduction.
- (c) The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two (2) days of the fourth and subsequent period of absence in any calendar year.
- (d) Any dispute, which may arise concerning an employee's entitlement to short-term or long-term benefits, under HOODIP or equivalents, may be subject to the grievance and arbitration under the provisions of this collective agreement.
- (e) The Hospital shall pay for medical certificate(s) as it may require from time to time to certify an employee's illness or ability to return to work.
- (f) Payment Pending Determination of WSIB Claims
An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of claim for Worker's Compensation for a period longer than one (1) complete pay period, may apply to the Hospital for payment equivalent to the lesser of the benefit she would receive from Worker's Compensation if her claim was approved, or the benefit to which she would be entitled under the short term sick portion of the disability income plan (HOODIP or equivalent plan). Payment will be provided only if the employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the

Hospital following final determination of the claim by Workplace Safety Insurance Board. If the claim for Workers' Compensation is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short term sick leave plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

ARTICLE 16 - STANDARD HOURS AND SCHEDULING

16.01 Day/Work Week

- (a) (i) The standard work day for all employees shall be seven and one half (7 ½) hours exclusive of a one half (½) hour unpaid meal period and the standard work week shall be thirty-seven and one half (37½) hours. Except in cases of emergency, the meal period shall be an uninterrupted period.
- (ii) It will be understood the Hospital may schedule hours less than the standard workday or less than the standard workweek.
- (iii) All scheduled hours within a standard workday or scheduled hours less than the standard workday will be consecutive.

- (iv) Unless mutually agreed between the Hospital and an employee, no employee will be scheduled to work more than seven (7) consecutive workdays.
- (b) It will be understood that any hours referred to in (a) above are stated solely for the purpose of computing overtime and shall not be construed as a guarantee of any minimum or as a restriction on any maximum number of hours to be worked.

16.02 Rest Periods

Employees shall be scheduled relief periods during the shift on the basis of fifteen (15) minutes for each 3.75 hours at work.

16.03 Overtime

An employee who works in excess of seven and one half (7½) hours per day or seventy-five (75) hours in a two (2) week pay period, shall be paid at a rate of one and one half (1½) times her regular straight time hourly rate for all hours worked in excess of seven and one half (7½) hours per day or in excess of seventy (75) hours in a two (2) week pay period.

Overtime will not be paid when hours worked result from an exchange of hours between employees. It will be understood any such exchange is subject to the Hospitals' approval and shall not be unreasonably denied."

16.04 Overtime Accumulation

- (a) Where an employee has worked and accumulated approved overtime hours (other than overtime hours related to paid holidays) such employee shall have the option of electing payment at the applicable overtime rate or time off equivalent to the applicable overtime rate. (ie. where the applicable rate is time and one-half (1½) then time off shall be at time and one-half (1½)).
- (b) Where an employee chooses equivalent time off, such time off shall be scheduled to replace a pre-scheduled shift which is mutually agreed upon between the employee and the Hospital. If no mutually agreeable time is found within sixty (60) calendar days, the Hospital shall revert to overtime payment in accordance with the terms of the collective agreement.

16.05 Missed Breaks

If an employee is authorized to work, during the lunch break, due to the requirements of patient care, he will be paid time and one-half (1½) his regular straight time hourly rate for all time worked in excess of his normal daily hours in accordance with Article 16.03.

16.06 Weekends

Distribution of work on weekends will be on a fair and equitable basis,

ARTICLE 17 - PREMIUM PAYMENTS AND TRANSPORTATION/MEAL ALLOWANCE

17.01 - Standby

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

17.02- Call-In

- (a) An employee who is called to work after leaving the Hospital premises and outside of her regular scheduled hours, shall be paid a minimum of no less than four (4) hours' pay at time and one-half (1½) her 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 her regular shift she will receive the four (4) hour guarantee payment at time and one half (1½) and her regular hourly rate for the remaining hours of her 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.
- (b) For purposes of clarification, Article 17.02 does not apply to prescheduled hours of work. Article 17.02 does not apply where the employee elects to work additional unscheduled hours made available by the Hospital.

17.03 – Shift Premium

An employee shall be paid a shift premium of one dollar and ten cents (\$1.10) per hour for each hour worked which falls within the normal hours of the evening shift and one dollar and thirty five cents (\$1.35) for each hour worked which falls within the normal hours of the night shift provided that such hours exceed two (2) hours if worked in conjunction with the day shift. For purposes of this provision, the normal or standard evening and night shift each consist of seven and one half (7½) hours. Shift premium will not form part of the employee's straight time hourly rate.

17.04 – Weekend Premium

An employee shall be paid a weekend premium of one dollar and forty five cents (\$1.45) per hour for each hour worked between 2400 hours Friday to 2400 hours Sunday. If an employee is in receipt of overtime pursuant to consecutive and subsequent weekends worked, she will not receive weekend premium under this provision.

17.05 - Meal Allowance

An employee who continues to work more than two (2) hours of overtime immediately following the scheduled hours of work, shall be provided with a meal voucher at a maximum of seven dollars (\$7.00) or seven dollars (\$7.00) if the Hospital is unable to provide a meal voucher.

17.06 - Transportation Allowance

When an employee is required to travel to the hospital or to return home as a result of being called back to work outside of her regularly scheduled hours, the Hospital will pay transportation costs either by taxi or by the employee's own vehicle at the hospital policy rate (to a maximum of twenty-five dollars (\$25.00)) or such greater amount as the Hospital may in its discretion determine for each trip. The employee will provide to the Hospital satisfactory proof of payment of such taxi fare.

17.07 – Responsibility Pay

Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying classification in or out of the bargaining unit, for one (1) full shift or more, she shall be paid a premium equal to the greater of her next or last increment in her salary range for the duration of the assignment.

17.08 - Time off Between Shifts

A period of twenty (20) consecutive hours off shall be scheduled between the commencement of an employees' scheduled shift and the commencement of the employees' next scheduled shift. If an employee is required to report on a second (2nd) shift with less than said twenty (20) consecutive hours, the employee shall be paid at overtime rates (ie. time and one-half his basic hourly rate) for the period worked before the twenty (20) hour time allowed for. This provision shall not apply where:

- (a) there is mutual agreement between the Hospital and the employee to schedule less than twenty (20) consecutive hours referred to above, or
- (b) an employee exchanges shifts with another employee and works less than the twenty (20) consecutive hours referred to above.

17.09 - 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.

17.10 – Changes of Schedules

(a) Time Changes

An employee shall be paid at her basic hourly rate according to hours worked when the time changes from Daylight Saving Time to Eastern Standard Time and vice versa.

(b) Posted Schedules

An employee's schedule will be posted in a prominent location within a department at least four (4) weeks in advance of the week to which the schedule applies.

- (c) The Hospital will endeavour to provide as much advance notice as is practicable of a change in the posted schedule referred to in (a) above. Changes to the posted schedule shall be brought to the attention of the employee. Where an employee is not advised within forty-eight **(48)** hours prior to the actual schedule change, time and one half (1 ½) of the employees regular straight time hourly rate will be paid for all hours worked on the new schedule which differ from her originally scheduled hours. This provision shall not apply where any change in schedule arises from:

- (i) the appointment of an employee to a permanent or temporary vacancy, or
- (ii) any change in schedule requested by an employee, or
- (iii) any change in schedule resulting from the accommodation of an employee modified work program, or
- (iv) any addition or deletion of a shift from the posted schedule referred to in (a) above.

(d) Reporting Pay

Employees who report for a scheduled shift will be guaranteed at least four **(4)** hours of work, or if no work is available will be paid at least four **(4)** hours except when work is not available due to conditions beyond the control of the Hospital. The reporting allowance outlined as herein shall not apply whenever an employee has received prior notice not to report for work. Regular part-time employees scheduled to work less than seven and one-half (7 ½) hours per day will receive a pro-rated amount of reporting pay.

(e) Assignment of Additional Hours

Additional hours will be offered on a fair and equitable basis.

ARTICLE 18 - PAID HOLIDAYS

- (a) For purposes of this Article, the twelve (12) paid holidays shall be:

New Years' Day	Civic Holiday
Second Monday in February	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Second Monday in November
Victoria Day	Christmas Day
Canada Day (July 1 st)	Boxing Day

- (b) An employee required to work on any of the foregoing holidays shall be paid at the rate of time and one half (1 ½) the employee's regular straight time hourly rate of pay for all hours worked commencing at 2400 hours on the calendar day prior to the paid holiday and ending at 2400 hours on said paid holiday.

Where the employee is required to work on a paid holiday for which she is paid at the rate of time and one-half (1 ½) 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) she shall receive two (2) times her regular straight time hourly rate for such additional hours worked.

- (c) On an equitable basis, the Hospital will endeavour to schedule work on paid holidays.

(Articles d, e and f apply to employees regularly scheduled for 20 hours or more.)

- (d) In order to qualify for pay for a holiday, an employee shall complete her scheduled shift on each of the working days immediately preceding and following the holiday concerned unless excused by the Hospital or the employee was absent due to:

- (i) legitimate illness or accident which commenced within a month of the date of the holiday;
- (ii) vacation granted by the Hospital;
- (iii) the employee's scheduled day off;
- (iv) a paid leave of absence provided the employee is not otherwise compensated for the holiday;
- (v) An employee entitled to holiday pay hereunder shall not receive sick leave pay to which she may otherwise have been entitled unless she was scheduled to work that day. An employee receiving Workers' Compensation Benefits for the day of the holiday shall, subject to the above provision, be entitled to the difference between the amount of the Workers' Compensation Benefits and the holiday pay;
- (vi) An employee whose normal weekly paid hours would be less than regularly scheduled hours of work as a direct result of their holiday pay being pro-rated shall be scheduled for additional hours up to their regularly scheduled annual hours subject to operational requirements and provided no overtime premium would be incurred. An employee who does not wish to be scheduled for these

additional hours shall advise their supervisor in writing by January 30 for the current calendar year.

- (e) (i) An employee required to work a paid holiday and works the paid holiday will receive a lieu day off with pay in the amount of her regular straight time hourly rate of pay times the number of hours for the standard work day as referred to in Article 16.01. It will be understood that to be eligible for a lieu day, the majority of hours worked on the scheduled workday must fall on the paid holiday.
- (ii) A lieu day shall be taken within a period of three (3) months after the date of the paid holiday. It is understood the employee and the Hospital will attempt to mutually agree upon the scheduling of such a day. If the employee and Hospital are unable to agree upon the scheduling of such a day, the employee will be paid the holiday pay entitlement.

ARTICLE 19 - VACATIONS

19.01 Vacation Entitlement

(Article 19.01(a) is applicable to employees regularly scheduled for 20 hours or more.)

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

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

Employees shall receive five (5) weeks vacation after fifteen (15) years of continuous service and six (6) weeks vacation after twenty-three (23) years of continuous service.

Vacation pay shall be calculated on the basis of the employees' regular straight time rate of pay times their regularly scheduled hours per week, subject to the application of Article 10.05, Effect of Absence.

(Article 19.01(b) is applicable to part-time employees only regularly scheduled for less than 20 hours per week.)

- (b) All regular part-time employees shall be entitled to vacation pay based upon the applicable percentage provided in accordance with the vacation entitlement of full-time employees of their gross salary for work performed in the preceding year.
- (c) Equivalent years of service shall be used to determine vacation pay entitlement for all employees working less than 37 ½ hours per week. Equivalent years of service shall be calculated on the basis of one (1) year of service for each 1650 hours worked.
- (d) Notwithstanding this provision, the calculation of service for purposes of vacation entitlement will include service accrued during a pregnancy leave or

parental leave on the basis of seniority accrual during such leaves in accordance with Article 10.03 (b) of the agreement.

19.02 Vacation Interruption

(Is applicable to employees regularly scheduled for 20 hours per week or more.)

Where an employee's scheduled vacation is interrupted due to serious illness, which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave. Serious illness is defined as an illness which requires the employee to receive ongoing medical care and/or treatments resulting in either hospitalization or which would confine the employee to their residence or bed rest for more than three (3) days. The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.

19.03 Terminated Employee

Should an employee terminate with less than two (2) weeks notice of termination, the vacation pay requirements of the Employment Standards Act will apply.

19.04 Vacation Pay

(Applies to part time employees working less than 20 hours per week)

In reference to Article 19.01(b), vacation pay will be paid on the nearest pay date to March 1st of the current year

19.05 Vacation Scheduling

- (a) Vacation quotas related to a vacation schedule shall be determined by the Hospital and shall not be unreasonably restrictive.
- (b) Within a department, on or before January 1st of each calendar year, the Hospital will post vacation preference calendar(s) related to the respective vacation schedule(s) within a department. A vacation preference calendar will include:
 - (i) the vacation scheduling period, (May 1st to April 30th), and
 - (ii) in order of seniority, a list of employees to be included on said vacation schedule, and
 - (iii) the vacation quota applicable to the vacation schedule.
- (c) By the last day of February of each calendar year, an employee will indicate in writing, on the employees' applicable vacation preference calendar, her vacation preferences for the vacation scheduling period. It would be understood that;
 - (i) for the period of June 15 to September 15 of the same calendar year, an employee shall be limited to two (2) calendar weeks of vacation, and

- (ii) any dispute in the scheduling of vacation, which cannot be resolved between the parties, shall be decided upon on the basis of seniority.
- (d) The approved vacation will be posted by the Hospital on or before March 31st. It is understood the Hospital will endeavour to post approved vacations as soon as possible.
- (e) If following the posting of the approved vacations per (d) above, should there remain opportunity to schedule additional vacation during the period of June 15 to September 15, an employee may request in writing to schedule any outstanding vacation to this period. It is understood that said requests must be made by April 15th and will be scheduled on the basis of seniority.

ARTICLE 20 - HEALTH AND WELFARE BENEFITS

Note: (The provisions of Article 20 are applicable to only those employees regularly scheduled for 20 hours per week or more.)

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

(a) Semi-Private Hospital Insurance

The Hospital agrees to pay 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 agrees to contribute 75% of the billed premium toward coverage of eligible employees in the active employ of the Hospital under the The Maritime Life Assurance Company Extended Health Care Benefits Plan or comparable coverage with another carrier providing for \$15.00 (single) and \$25.00 (family) deductible, providing the balance of monthly premiums are paid by the employee through payroll deductions. In addition to the standard benefits, coverage will include hearing aids (maximum \$300/person); vision care (maximum \$150 every 24 months), and Drug Formulary 3. Effective April 1, 2002, vision care (maximum \$200 every 24 months).

(c) Dental

The Hospital agrees to contribute 75% of the billed premiums towards coverage of eligible employees in the active employ of the hospital under the The Maritime Life Assurance Company Dental Plan #9 or comparable

coverage with another carrier; based on the current ODA fee schedule with a one year lag and provide for recall oral examination to be covered once every nine (9) months (adults only); and orthodontics 50/50 co-insurance with \$1000 maximum per insured lifetime provided the balance of the monthly premiums are paid by the employee through payroll deductions.

Effective April 1, 2003, add complete and partial dentures at 50/50 co-insurance to \$1000 maximum per person annually; add Blue Cross Rider #4 – (crowns, bridgework and repairs to same) at 50/50 co-insurance to \$1000 maximum per person annually.

(d) Group Life Insurance

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

(e) Same Sex Partner

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

20.02 Change of Carrier

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

20.03 Pension

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

20.04 Percentage in Lieu

A part-time employee who chooses to 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.

20.05 Divisible Surplus

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

20.06 Retirement Benefits

The Hospital will provide to all employees who retire early and have not yet reached age 65 and who are in receipt of the Hospital's pension plan benefits on the same basis as is provided to active employees for semi-private, extended health care and dental benefits. The Hospital will contribute the same portion towards the billed premiums of these benefits plans as is currently contributed by the Hospital to the billed premiums of active employees.

20.07 Retirement Allowance

Prior to issuing notice of layoff pursuant to article 11.01 (a) (ii) in any classification(s), the Hospital will offer early-retirement allowance to a sufficient number of employees eligible for early retirement under HOOPP within the classification(s) in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the number of employees within the classification(s) who would otherwise receive notice of layoff under article 11.01(a)(ii).

An employee who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of two week's salary for each year of service, plus a prorated amount for any additional partial year of service, to a maximum ceiling of 26 week's salary, and, in addition, full-time employees regularly scheduled to work thirty-seven and one half (37 ½) hours per week shall receive a single lump-sum payment equivalent to \$1,000 for each year less than age 65 to a maximum of \$5,000 upon retirement."

ARTICLE 21 - MODIFIED WORK

- (a) The Hospital will notify the local union of the names of those employees represented by the Union who are off work as a result of a work related injury.
- (b) The Hospital agrees to provide the employee with a copy of the Workplace Safety Insurance Board Form 7 at the same time it is sent to the W.S.I.B.
- (c) When it has been medically determined that due to disability an employee is unable to return to full duties of her position for an extended period of time, the Hospital will notify the appropriate representative of the Union to discuss circumstances surrounding the employees return to suitable work.

ARTICLE 22 - CONTRACTING OUT

The Hospital shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any employees other than casual part-time employees results from such contracting out.

Notwithstanding the foregoing, the hospital may contract out work usually performed by members of the bargaining unit without such contracting out constituting a breach of this provision if the hospital provides in its commercial arrangement contracting out the work that the contractor to whom the work is being contracted, and any subsequent such contractor, agrees:

1. to employ the employees thus displaced from the hospital; and
2. in doing so to stand, with respect to that work, in the place of the hospital for the purposes of the hospital's' collective agreement with the Union, and to execute into an agreement with the Union that affect.

In order to ensure compliance with this provision, the hospital agrees that it will withdraw the work from any contractor who has failed to meet with aforesaid terms of the contracting out arrangement.

ARTICLE 23 - BARGAINING UNIT WORK

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

ARTICLE 24 - COMPENSATION

24.01 New Classification

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

24.02 Experience Credit

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

For the purposes of this clause, as it applies to employees working less than thirty-seven and one half (37 %) hours per week, experience will be calculated on the basis of 1650 hours worked equaling one (1) year of experience.

24.03 Part Time Service Accumulations for Purposes of Salary Grid Progression

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 14.05 of the agreement.

24.04 Direct Deposit

Wages shall be paid every second Wednesday by direct deposit. The Hospital shall make every effort to provide any employee who is short paid with a cheque for the amount owed, as soon as is reasonably possible.

ARTICLE 25 - MULTI-SITE ISSUES

- (a) The Hospital will endeavour to provide employees with the necessary orientation and safety policies and procedures at the time an employee is assigned to a new site, subject to the exigencies of patient care.
- (b) Prior to assigning an employee to a new site, the Hospital will endeavour to offer additional shifts to those qualified employees who are normally assigned to work at the site. It is understood that such assignment will not be made where overtime premium is incurred.

ARTICLE 26 - MISCELLANEOUS

26.01 Bulletin Board

A bulletin board at each Hospital site for posting of Union notices, minutes and publications will be provided by the Hospital in locations determined by the Joint Labour Management Committee.

26.02 Printing of Collective Agreement

The parties will share equally in the cost of printing the Collective Agreement.

26.03 Parking

The Union will identify to the Hospital up to five (5) Union Committee members who pay for parking at their respective sites. The Hospital agrees to provide these Union Committee members with parking access to the General, Henderson and Chedoke sites.

ARTICLE 27 - JOB REGISTRY

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

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

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

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

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

ARTICLE 28 - MEMORANDUM OF AGREEMENTS

28.01 Transfer of the full-time employees to Sick Leave and Long-Term Disability per Article 15 and Health and Welfare Benefits per Article 20 of the Collective Agreement

MEMORANDUM OF AGREEMENT

- BETWEEN -

**HAMILTON HEALTH SCIENCES
(HEREIN REFERRED TO AS THE "HOSPITAL")**

- AND -

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION, LOCAL 273
(HEREIN REFERRED TO AS THE "UNION")**

Re: Transfer of the full-time employees to Sick Leave and Long-Term Disability per Article 15 and Health and Welfare Benefits per Article 20 of the Collective Agreement

This letter is to confirm the parties' agreement in that the effective date for eligible employees to be transferred to the sick leave and long term disability and the health and welfare benefit plans per the Collective Agreement, will be the first (1st) day of the month no later than three (3) months after the date of ratification by both parties. It will be understood that an employee receiving short term or long term benefits in an existing sick leave plan will remain on same until said employee is eligible to be transferred. (ie. work one (1) full day).

For the purposes of transfer to the short-term and long-term portions of said plan, employees will be given full credit for their service for application towards the short-term and long-term portions of the disability program.

Upon the effective date of transfer, any existing sick leave plan shall be terminated and any provisions relating to such plan shall be null and void.

It is understood that if an employees' former sick leave plan offered no pay out provision of sick leave credits, upon transfer, there will be no provision for pay out of any sick leave credits.

It is further understood that if an employee has a "frozen sick leave bank" to her credit, upon transfer, the "frozen sick leave bank" shall be retained and paid the employee upon termination of employment, fifty percent **(50%)** of her frozen sick leave credit accumulation at her current rate of pay to a maximum of one hundred and eighty **(180)** days pay. It is understood an employee will not receive the pay out if:

- i) an employee is terminated for just cause, or
- ii) an employee fails to return to work within a period of one (1) week after receipt of notice to return to work after a layoff, or
- iii) an employee is absent without leave in excess of two (2) working days unless a justifiable reason is submitted to the Hospital.

For the Hospital

Date

For the Union

Date

MEMORANDUM OF AGREEMENT

- BETWEEN -

**HAMILTON HEALTH SCIENCES
(HEREIN REFERRED TO AS THE "HOSPITAL")**

- AND -

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION, LOCAL 273
(HEREIN REFERRED TO AS THE "UNION")**

Re: Elimination of Non-Union Sick Benefit Day Accumulation Plan

Article 1 - Introduction:

- 1.1 For purposes of this agreement and to provide clarity, it is understood that the non-union sick benefit day accumulation plan, is the plan that was typically offered to former non-union staff at the McMaster Site, and was subsequently discontinued upon the upgrade to the PeopleSoft Version 8.03 software on or about April 15, 2003.

Article 2 – Elimination of Non-Union Sick Benefit Day Accumulation Plan Process

- 2.1 With regard to the elimination of the Non-Union Sick Benefit Day Accumulation Plan, the parties have agreed to the following:
- 2.2 Regular part-time employees whose status is less than 20 hours per week who were previously enrolled in the non-union sick benefit day accumulation plan and subsequently provided percentage in lieu of benefits will be compensated as per the provisions of the non-union sick benefit day accumulation plan for any unpaid sick absence provided said absence was
- requested by the employee prior to notification to the employee of the discontinuation of their sick benefit, and
 - the employee's request was approved by the manager prior to the discontinuation of their sick benefit, and
 - the employee's absence occurs prior to December 31, 2003.

For the Hospital

Date

For the Union

Date

28.03 Job Sharing Arrangements

Where the Hospital and the Union agree, job sharing arrangements may be entered into between the parties on a local level. Job sharing is defined as an arrangement whereby two employees share the hours of work of one full-time position. Subject to the provisions of Article 13, the position involved in the job sharing arrangement will be maintained as a full-time position in the Hospital's staffing complement.

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

MEMORANDUM OF AGREEMENT

- BETWEEN -

**HAMILTON HEALTH SCIENCES
(HEREIN REFERRED TO AS THE "HOSPITAL")**

- AND -

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION, LOCAL 273
(HEREIN REFERRED TO AS THE "UNION")**

Re: Model Agreement With Respect to Job Sharing

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

Article 1 - Work Unit and Employees Covered

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

Article 2 - Hours of Work

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

Article 3 - Status of Employees

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

Article 4 - Introduction

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

Article 5 - Discontinuance

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

For the Hospital

Date

For the Union

Date

28.04 Union President Time Off Letter of Agreement

**HAMILTON HEALTH SCIENCES
(HEREIN REFERRED TO AS THE "HOSPITAL")**

- AND -

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION, LOCAL 273
(HEREIN REFERRED TO AS THE "UNION")**

Re: Union President Time Off Letter of Agreement

This letter is to confirm the parties agreement as follows:

- (A) For purpose(s) of Union business directly related to the Hospital, the Union President will be granted up to three (3) paid day leaves of absence per calendar month.
- (B) It will be understood the three (3) paid day leaves of absence referred to in (A) above, will be granted when the Union President is scheduled to work day shift.
- (C) In requesting the leave of absence referred to in (A) above, the Union President must provide at least twenty-one (**21**) calendar days written notice to the Union President's Department and the Manager of Labour Relations. It is further understood that the approval of such requests will be subject to patient care.

For the Hospital

Date

For the Union

Date

28.05 Extended Tours – Twelve (12) Hours

**HAMILTON HEALTH SCIENCES
(HEREIN REFERRED TO AS THE "HOSPITAL")**

- AND -

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION, LOCAL 273
(HEREIN REFERRED TO AS THE "UNION")**

Re: Twelve (12) Hour Extended Tours

The parties have agreed to the following Extended Tour provisions:

1. The purpose of this Letter of Agreement is to vary certain terms of the Collective Agreement for the implementation, scheduling and discontinuation of an extended tour schedule. With the exception of specific variations set forth in this Letter of Agreement, all other conditions and terms of the Collective Agreement shall remain in force and in effect. It is understood that insofar as any provision of this Letter of Agreement is in conflict with any provision of the Collective Agreement, the provision of this Letter of Agreement shall prevail.
2. Extended tours shall be introduced into any department when;
 - i) the Hospital agrees to implement the extended tour in the department. It is understood such agreement by the Hospital shall not be withheld in an unreasonable or arbitrary manner; and
 - ii) sixty-six and two-thirds percent (66 2/3%) of the regular part-time and full-time employees in such department so indicate by secret ballot.
3. An extended tour may be discontinued in any department when;
 - i) the Hospital because of;
 - a) adverse effects on patient care, or
 - b) inability to provide a workable staffing schedule, or
 - c) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary, states its' intention to discontinue the extended tour in such department, or
 - ii) sixty-six and two-thirds (66 2/3%) of the part-time and full-time employees in such department so indicate by secret ballot.
4. The secret ballot referred to in 2(ii) and 3(ii) above shall not take place unless six (6) months has elapsed from the date of any such previous secret ballot within such department.

Upon either party giving written notice to the other party requesting termination of this letter of agreement, the parties will arrange to meet within thirty (30) calendar days of the written notice to discuss the circumstances surrounding the request and the potential effective date of the termination of the letter of agreement. If the parties are unable to effect a resolution, either party may upon written notice effect the termination of the agreement within sixty (60) calendar days.

A weekend is defined as a minimum of fifty-six (56) consecutive hours off work between the completion of the last tour worked on Friday and the commencement of the next tour on Monday. When an employee is scheduled a weekend off the Hospital will endeavour to schedule the employee to work the day tour on the Friday before the weekend.

The normal daily-extended tour shall be 11.25 consecutive hours in any twenty-four (24) hour period, exclusive of a total of forty-five (45) minutes of unpaid meal time.

Subject to the exigencies of patient care, employees shall be entitled to paid relief periods during the tour to a total of forty-five (45) minutes.

The scheduling of the unpaid mealtime and relief periods shall be determined and assigned by Supervision.

The scheduling requirements embodied in Articles 17.09 of the Collective Agreement are waived during the transition period from a regular tour schedule to an extended tour schedule, or vice-versa.

An employee shall receive twelve (12) Recognized Holidays to consist of seven and one-half (7 ½) hours each

Extended Tour Schedules (12 hour) Schedule

The following will apply to; twelve (12) hour extended tour work schedules:

- a) An employee who works in excess of 11.25 hours per day or 225 hours in a six (6) week period, shall be paid at a rate of one and one-half (1 ½) times her regular straight time hourly rate for all hours worked in excess of 11.25 hours per day or in excess of 225 hours in a six (6) week period.
- b) An employee shall not be required to work consecutive tours totalling more than thirty-three (33) hours and forty-five (45) minutes without written mutual consent. If an employee is required to work consecutive tours totalling more than thirty-three (33) hours and forty-five (45) minutes without aforesaid consent, the employee shall be paid premium pay at a rate of one and one-half (1 ½) times her regular straight time hourly rate for every consecutive hour worked in excess of thirty-three (33) hours and forty-five (45) minutes. It is understood that any hours paid as per item 8 above will be excluded in the calculation of the thirty-three (33) hours and forty-five (45) minutes.
- c) At least one (1) weekend off in two (2) shall be scheduled and more frequently where possible. An employee will receive premium payment at a rate of one and one-half (1 ½) times her regular straight time hourly rate for all hours worked on a second (2nd) consecutive and subsequent weekend save and except where;
 - i) such weekend has been worked by the employee to satisfy specific days off represented by such employee, or
 - ii) such employee has requested weekend work, or
 - iii) such weekend is worked as a result of an exchange of shift(s) with another employee.

It will be understood that if an employee receives premium payment for any hours worked on a second (2nd) consecutive weekend, said hours will not be considered as worked for purposes of any further premium payments.

- d) There shall be a minimum of twelve (12) hours scheduled off between tours of duty. Should the Hospital schedule less than twelve (12) hours between tours, the employee shall be paid premium payment at a rate of one and one-half (1 ½) times her regular straight time hourly rate for the entire tour worked. Such shall not apply where the Hospital and the employee mutually agreed not to schedule twelve (12) hours off between tours of duty. The schedule indicated above, is the schedule referred to under Article 17.09 of the Collective Agreement.

Extended Tour Schedules (12 hour) Schedule (4 on, 3 on)

The following will apply to; twelve (12) hour 4 on, 3 on extended tour work schedules:

- a) An employee who works in excess of 11.25 hours per day or 78.75 hours in a two (2) week period, shall be paid at a rate of one and one-half (1 ½) times her regular straight time hourly rate for all hours worked in excess of 11.25 hours per day or in excess of 78.75 hours in a two (2) week period.
- b) An employee shall not be required to work consecutive tours totalling more than thirty-three (33) hours and forty-five (45) minutes without written mutual consent. If an employee is required to work consecutive tours totalling more than thirty-three (33) hours and forty-five (45) minutes without aforesaid consent, the employee shall be paid premium pay at a rate of one and one-half (1 ½) times her regular straight time hourly rate for every consecutive hour worked in excess of thirty-three (33) hours and forty-five (45) minutes. It is understood that any hours paid as per item 8 above will be excluded in the calculation of the thirty-three (33) hours and forty-five (45) minutes.
- c) At least one (1) weekend off in two (2) shall be scheduled and more frequently where possible. An employee will receive premium payment at a rate of one and one-half (1 ½) times her regular straight time hourly rate for all hours worked on a second (2nd) consecutive and subsequent weekend save and except where;
- i) such weekend has been worked by the employee to satisfy specific days off represented by such employee, or
 - ii) such employee has requested weekend work, or
 - iii) such weekend is worked as a result of an exchange of shift(s) with another employee.

It will be understood that if an employee receives premium payment for any hours worked on a second (2nd) consecutive weekend, said hours will not be considered as worked for purposes of any further premium payments.

- d) There shall be a minimum of twelve (12) hours scheduled off between tours of duty. Should the Hospital schedule less than twelve (12) hours between tours, the employee shall be paid premium payment at a rate of one and one-half (1 ½) times her regular straight time hourly rate for the entire tour worked. Such shall not apply where the Hospital and the employee mutually agreed not to schedule twelve (12) hours off between tours of duty. The schedule indicated above, is the schedule referred to under Article 17.09 of the Collective Agreement.

Extended Tour (4 on, 5 off)

The following will apply to; twelve (12) hour 4 on, 5 off extended tour work schedules:

- a) An employee who works in excess of 11.25 hours per day or 337.5 hours in a nine (9) week period, shall be paid at a rate of one and one-half (1 ½) times her regular straight time hourly rate for all hours worked in excess of 11.25 hours per day or in excess of 337.5 hours in a nine (9) week period.
- b) At least three (3) weekends off in nine (9) shall be scheduled. An employee will receive payment at a rate of one and one-half (1 ½) times her regular straight time hourly rate for all hours worked on the seventh and subsequent weekend over a calendar year save and except where;
 - i) such weekend has been worked by the employee to satisfy specific days off requested by such employee, or
 - ii) such employee has requested only weekend work, or
 - iii) such weekend is worked as a result of an exchange of shift(s) with another employee.
- c) An employee shall not be required to work consecutive tours totalling more than forty-five **(45)** hours without written mutual consent. If a employee is required to work consecutive tours totalling more than forty-five **(45)** hours without aforesaid consent, she shall be paid premium pay at a rate of one and one-half (1 ½) times her regular straight time hourly rate for every consecutive hour worked in excess of forty-five **(45)** hours. It is understood that any hours paid at premium as per above will be excluded in the calculation of the forty-five **(45)** hours.
- d) A paid holiday lieu day, referred to in Article 18, will be scheduled by the employee, on an otherwise unscheduled day.
- e) (Article (e) applies to full-time employees only)
The Hospital will schedule up to an additional forty-five **(45)** hours within a calendar year for those employees whose normal work schedule over said calendar year would not provide opportunity to work one thousand nine hundred and fifty (1950) hours. For clarification an example of such a normal work schedule is a schedule that over a six (6) week period provides for seven (7) shifts in two **(2)** weeks, followed by seven (7) shifts in two (2) weeks, followed by six (6) shifts in two (2) weeks. It is understood that such additional hours scheduled shall be paid at the employees regular straight time hourly rate, not be used for purposes of any premium payments and not be construed to be a guarantee of hours of work.

For the Hospital

Date

For the Union

Date

28.06 Extended Tours – Ten (10) Hours

HAMILTON HEALTH SCIENCES (HEREIN REFERRED TO AS THE "HOSPITAL")

- AND -

ONTARIO PUBLIC SERVICE EMPLOYEES UNION, LOCAL 273 (HEREIN REFERRED TO AS THE "UNION")

Re: Ten (10) Hour Extended Tours

The parties have agreed to the following Extended Tour provisions:

1. The purpose of this Letter of Agreement is to vary certain terms of the Collective Agreement for the implementation, scheduling and discontinuation of an extended tour schedule. With the exception of specific variations set forth in this Letter of Agreement, all other conditions and terms of the Collective Agreement shall remain in force and in effect. It is understood that insofar as any provision of this Letter of Agreement is in conflict with any provision of the Collective Agreement, the provision of this Letter of Agreement shall prevail.
2. Extended tours shall be introduced into any department when;
 - i) the Hospital agrees to implement the extended tour in the department. It is understood such agreement by the Hospital shall not be withheld in an unreasonable or arbitrary manner; and
 - ii) sixty-six and two-thirds percent (66 2/3%) of the regular part-time and full-time employees in such department **so** indicate by secret ballot.
3. An extended tour may be discontinued in any department when;
 - i) the Hospital because of;
 - a) adverse effects on patient care, or
 - b) inability to provide a workable staffing schedule, or
 - c) where the Hospital wishes to do **so** for other reasons which are neither unreasonable nor arbitrary, states its' intention to discontinue the extended tour in such department, or
 - ii) sixty-six and two-thirds (66 2/3%) of the part-time and full-time employees in such department **so** indicate by secret ballot.
4. The secret ballot referred to in 2(ii) and 3(ii) above shall not take place unless six (6) months has elapsed from the date of any such previous secret ballot within such department.
5. Upon either party giving written notice to the other party requesting termination of this letter of agreement, the parties will arrange to meet within thirty (30) calendar days of the written notice to discuss the circumstances surrounding the request and the potential effective date of the termination of the letter of agreement. If the parties are unable to effect a resolution, either party may upon written notice effect the termination of the agreement within sixty (60) calendar days.
6. A weekend is defined as a minimum of fifty-six (56) consecutive hours off work between the completion of the last tour worked on Friday and the commencement of the next tour on Monday. When an employee is scheduled a weekend off the Hospital will endeavour to schedule the employee to work the day tour on the Friday before the weekend.
7. The normal daily extended tour shall be 9.375 consecutive hours in any twenty-four (24) hour period, exclusive of a total of thirty-seven and one half (37.5) minutes of unpaid meal time.

8. An employee who works in excess of 9.375 hours per day or 225 hours in a six (6) week period, shall be paid at a rate of one and one-half (1 ½) times her regular straight time hourly rate for all hours worked in excess of 9.375 hours per day or in excess of 225 hours in a six (6) week period.
9. Subject to the exigencies of patient care, employees shall be entitled to paid relief periods during the tour to a total of thirty-seven and one half (37.5) minutes.
10. The scheduling of the unpaid meal time and relief periods shall be determined and assigned by Supervision.
11. An employee shall not be required to work consecutive tours totalling more than thirty-seven (37) hours and thirty (30) minutes without written mutual consent. If an employee is required to work consecutive tours totalling more than thirty-seven (37) hours and thirty (30) minutes without aforesaid consent, the employee shall be paid premium pay in accordance pay at a rate of one and one-half (1 ½) times her regular straight time hourly. for every consecutive hour worked in excess of thirty-seven (37) hours and thirty (30) minutes. It is understood that any hours paid as per item 8 above will be excluded in the calculation of the thirty-seven (37) hours and thirty (30) minutes.
12. At least one (1) weekend off in two (2) shall be scheduled and more frequently where possible. An employee will receive premium payment at a rate of one and one-half (1 ½) times her regular straight time hourly rate for all hours worked on a second (2nd) consecutive and subsequent weekend save and except where;
 - i) such weekend has been worked by the employee to satisfy specific days off represented by such employee, or
 - ii) such employee has requested weekend work, or
 - iii) such weekend is worked as a result of an exchange of shift(s) with another employee.

It will be understood that if an employee receives premium payment for any hours worked on a second (2nd) consecutive weekend, said hours will not be considered as worked for purposes of any further premium payments.
13. The scheduling requirements embodied in Articles 17.09 of the Collective Agreement are waived during the transition period from a regular tour schedule to an extended tour schedule, or vice-versa.
14. There shall be a minimum of twelve (12) hours scheduled off between tours of duty. Should the Hospital schedule less than twelve (12) hours between tours, the employee. shall be paid premium payment at a rate of one and one-half (1 ½) times her regular straight time hourly rate for the entire tour worked. Such shall not apply where the Hospital and the employee mutually agreed not to schedule twelve (12) hours off between tours of duty. The schedule indicated above, is the schedule referred to under Article 17.09 of the Collective Agreement.
15. An employee shall receive twelve (12) Recognized Holidays to consist of seven and one-half (7 ½) hours each

For the Hospital

Date

For the Union

Date

28.07 Technical Specialist Performina Bargaining Unit Duties

HAMILTON HEALTH SCIENCES
(HEREIN REFERRED TO AS THE "HOSPITAL")

- AND -

ONTARIO PUBLIC SERVICE EMPLOYEES UNION, LOCAL 273
(HEREIN REFERRED TO AS THE "UNION")

Re: Technical Specialist

The parties have agreed to the following:

In the event a technical specialist is required to perform duties normally performed by members of the bargaining unit (except in an emergency situation, the Hospital shall meet with the Union to negotiate a mutually satisfactory resolution.

For the Hospital

Date

For the Union

Date

ARTICLE 29 - MANAGEMENT RIGHTS

The Union acknowledges that it is the exclusive function of the Hospital:

- (a) Generally to manage and operate its Hospital in all respects and, without in any way restricting the generality of the foregoing, to determine the kinds, location and number of the Hospital's establishments, the service to be rendered, the methods, the work procedures, the kinds and locations of machines, tools, instruments and equipment to be used; to select, control and direct the use of all materials and facilities in the operation of the Hospital; to schedule the work to be performed and provided, and to make, alter and enforce regulations governing the use of all material, facilities and services as may be deemed necessary in the interests of the safety and well-being of the patients in the Hospital and the public.
- (b) To maintain order, discipline and efficiency, and to make, alter, and enforce rules and regulations to be observed by the employees, provided such rules and regulations are not inconsistent with the provisions of this Agreement.
- (c) To hire, retire, classify, direct, promote, demote, transfer, discipline, suspend and discharge employees; to assign employees to shifts, and to increase or decrease the working forces, provided that a claim by an employee of discriminatory retirement, classification, promotion, transfer, demotion, discipline or suspension, or a claim by any employee that he or she has been discharged without just cause may become the subject of a grievance and be dealt with as herein provided.
- (d) The Hospital agrees to treat their employees with justice and consideration.

ARTICLE 30 - DURATION

30.01 - Term

This agreement shall continue in effect until March 31, 2004 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement.

Upon receipt of such notice by one party or the other, both parties will meet thereafter for the purpose of bargaining.

30.02 - Central Bargaining

Notwithstanding the foregoing provisions, in the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, either party to this Agreement may give notice to the other party of its desire to bargain for amendments on local matters proposed for incorporation in the renewal of this Agreement and negotiations on local matters shall commence 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 respectively 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 that may be determined by mutual agreements between the central negotiating committees referred to above.

Dated at _____, Ontario, this _____ day of _____ 2004.

FOR THE UNION

FOR THE HOSPITAL

WORKLOAD REVIEW FORM

Employees to complete every section

Date/Time of Occurrence _____

Date Form Submitted to Employer _____

Site/Location _____ Department/Unit _____

Type of Work Being Performed _____

Number of Staff on Duty _____ Usual Number of Staff on Duty _____

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

To correct this problem, I/~~We~~ recommended:

Name/Title of Immediate Supervisor Notified

Date/Time of Notification

Response

Signature of **Employee(s)** & Printed **Name(s)** on Line Below:

I/~~We~~ do not agree with the resolution of my concern.

UNPUBLISHED MEMORANDUM OF AGREEMENT

**HAMILTON HEALTH SCIENCES
(HEREIN REFERRED TO AS THE "HOSPITAL")**

- AND -

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION, LOCAL 273
(HEREIN REFERRED TO AS THE "UNION")**

Re: Risk Management Meetings

The parties have agreed to the following:

1. The Hospital will schedule meetings to discuss risk management and details of liability protection will be provided at the meetings.

For the Hospital

Date

For the Union

Date
