

COLLECTIVE AGREEMENT

Draft

BETWEEN:

ST. JOSEPH'S HEALTH CARE – HAMILTON

(hereinafter referred to as the "Employer")

- and -

ONTARIO PUBLIC SERVICE EMPLOYEES UNION,  
on behalf of Local 206

(hereinafter referred to as "the Union")

Expires: March 31, 2009

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## **ARTICLE 1 – PURPOSE**

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

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

1.02 Recognition Clause

The Hospital recognizes the Union as the sole collective bargaining agent for all paramedical and technical staff at St. Joseph's Health Care Hamilton in the City of Hamilton as listed in the attached Appendix "A", save and except supervisors, persons above the rank of supervisor, students employed during the school vacation period and employees covered by other Collective Agreements.

For purposes of clarity, the positions listed in Appendix "A" (attached) are the only positions in the bargaining unit.

1.03 Management Rights

The Union acknowledges that it is the exclusive function of the Hospital to manage and direct its operation and affairs in all respects and without limiting or restricting that function, except that the exercise by the Hospital of its rights and functions shall not be contrary to the express provisions of any other article of this Agreement:

- a) to maintain order, discipline and efficiency, and to make, alter and enforce reasonable rules and regulations to be observed by the employees;
- b) to hire, retire, classify, direct, promote, demote, transfer, discipline, suspend and discharge employees, to assign employees to shifts, and to increase and decrease working forces, provided that a claim of improper classification or claim of discriminatory promotion, demotion, transfer, discipline or suspension, or a claim by an employee that he has been discharged without reasonable cause, may become the subject of a grievance and be dealt with as hereinafter provided;
- c) to determine the number and location of the Hospital establishments, the services to be rendered, the methods, the work procedures, the kinds and locations of machines, tools and instruments, and equipment to be used, to select, control and direct the use of all materials required in the operation of the Hospital, to schedule the work and the services to be provided and performed, and to make, alter and enforce regulations governing the use of materials, equipment and services, as may be deemed necessary in the interests of the safety and well-being of the Hospital patients and the public.

## **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 in the bargaining unit who is regularly scheduled to work thirty-seven and one half (37 ½) hours per week.

2.03 Regular Part-Time Employee

A regular part-time employee is an employee in the bargaining unit who makes a commitment to the Hospital to be available to be scheduled for work by the Hospital on a regular pre-determined basis for less than 37.5 hours per week.

Regular part time employees must be available to work all regular shifts worked by full time employees in the department/program, if requested.

Regular part time employees will be given preference over casual employees to work available shifts.

2.04 Casual Part-time Employee

A casual part-time employee is an employee in the bargaining unit who is not regularly scheduled to work but who is called in to work on an as needed basis.

**If a casual part-time employee has not been available or refuses to work for six (6) consecutive calendar weeks, they shall be given two (2) calendar weeks notice of the Hospital's intent to remove them from the call list. To remain on the call list, the employee must respond, in writing, within this two (2) week period and work the next shift for which they are called or they will be removed without further notice and their employment will be terminated.**

2.05 Temporary Employee

A temporary employee is an employee hired from outside the bargaining unit for a specific non-recurring assignment as agreed to by the parties to this Collective Agreement, which shall not exceed six (6) months, or in the case of pregnancy/parental or sick leave for the duration of the absence. The term of the specific assignment may, however, be extended by agreement of the parties to this Collective Agreement. Temporary employees hired from outside the bargaining unit will not be credited with seniority and will not be covered by the Hospital welfare and sick leave plans but will be entitled to pay in lieu of benefits. Temporary employees will pay Union dues and a list of temporary workers and their hours worked, will be provided to the Union Local President on a quarterly basis.

Qualified employees from the OPSEU Bargaining Unit, who apply for specific assignments, through the job posting provisions, will be considered prior to hiring a temporary employee and will continue to accrue seniority and maintain their benefit status.

2.06 "Parties" referred to in this Collective Agreement are the "Union" and the "Employer".

**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 that there will be no discrimination by either party or by any of the employees covered by this Agreement on the basis of race, creed, colour, ancestry, place of origin, ethnic origin, citizenship, sex, marital status, age, religious affiliation, record of offences, family status, sexual orientation or disability or any other factor which is not pertinent to the employment relationship.

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

NOTE: The Ontario Human Rights Code defines harassment as engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.

- 3.04 The Hospitals and the Union acknowledge that pursuant to the Ontario Human Rights Code, they share an obligation to make reasonable efforts to accommodate employees who, because of handicap/disability, are incapable of performing the essential requirements of their job.

#### **ARTICLE 4 – NO STRIKE/NO LOCKOUT**

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

#### **ARTICLE 5 – UNION SECURITY**

##### Dues Deduction

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

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

#### **ARTICLE 6 – REPRESENTATION AND COMMITTEES**

Committee Union Representatives authorized to attend committee meetings during their regularly scheduled hours of work, shall not lose any earnings for time spent in attending meetings.

##### 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 or designee. 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.

Stewards may be either full-or part-time employees. The maximum number of stewards to be recognized is 22, with no more than one steward to be appointed or elected from each of the following defined areas unless otherwise designated:

**CHARLTON**

|   |                   |
|---|-------------------|
| <b>Core Lab/Special Chemistry</b>                       | <b>2 steward</b>  |
| <b>CLS</b>  | <b>1 steward</b>  |
| <b>Virology/Microbiology</b>                            | <b>1 steward</b>  |
| <b>Transfusion Medicine/IHC/<br/>Histology/Cytology</b> | <b>2 stewards</b> |
| <b>Nuclear Medicine/Diagnostic Imaging</b>              | <b>2 stewards</b> |
| <b>Pharmacy/In &amp; Retail</b>                         | <b>1 steward</b>  |
| <b>Social Workers</b>                                   | <b>2 stewards</b> |
| <b>EDS/Motility/OT</b>                                  | <b>1 steward</b>  |

**CAHS** **1 steward**

**CMHS**

|  |                   |
|--|-------------------|
| <b>Mood Disorders/Geriatric Psychiatry</b>                           | <b>1 steward</b>  |
| <b>Forensic</b>  | <b>1 steward</b>  |
| <b>Schizophrenia</b>   | <b>2 stewards</b> |
| <b>Mental Health Rehab</b>   | <b>1 steward</b>  |
| <b>First Line/Intensive Treatment/<br/>Community Liaison Program</b> | <b>1 steward</b>  |
| <b>Pharmacy</b>  | <b>1 steward</b>  |

In addition there will be 1 steward at large at each of the Charlton and CMHS locations.

6.02 Grievance Committee

The Hospital will recognize a grievance committee **comprised of three (3)** members to be elected or appointed from the bargaining unit. One member shall be chair. The purpose of the committee is to deal with grievances as set out in this Collective Agreement.

### 6.03 Labour-Management Committee

a) The parties mutually agree that there are matters that would be beneficial if discussed at a Labour-Management Committee Meeting during the term of this Agreement. The Committee shall be comprised of up to a maximum of **four (4)** members from 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. The dates for the Labour Management meetings will be determined each December for the following year. At least fourteen (14) days prior to each scheduled meeting the parties will exchange a list of matters they wish to discuss, which will form the agenda for the meeting.

b) Both parties agree to provide information that is relevant to the discussion and deliberation of the committee.

#### c) Part-Time Utilization Information

The Hospital agrees to supply the local union with part-time/full-time hours utilization by department/program, 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.

#### d) 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 Regulated Health Professions Act, or other legislation that requires them to be members of a College, have cause to believe that they are being asked to perform more work than is consistent with proper patient care it is agreed by the parties that such workload problems may be discussed by the Local Labour Management Committee. Such complaint will be filed in writing within fifteen (15) calendar days of the alleged improper assignment to the Manager of Human Resources, with a copy to the Local President.

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

(ii) Where the employer has employees who work in a classification for which there is a College under the RHPA, or other legislation that requires them to be members of a College, such employees are required to present evidence to their Professional Practice Leader, or designate, that their Certificate of Registration is in good standing and currently in effect by the expiry date of the Certificate, but in any event no later than 90 days following the expiry date of the certificate. This time period will be extended for reasons where the applicable College permits the employee's Certificate of Registration to remain in effect.

If the employee's Certificate of Registration is suspended by the College for non-payment of the annual fee, the employee will be placed on non-disciplinary suspension without pay. If the employee presents evidence that his/her Certificate of Registration has been reinstated, he/she shall be reinstated to his/her position upon presenting such evidence. Failure to provide such

evidence within 90 calendar days of the employee being placed on non-disciplinary suspension will result in the employee being deemed to be no longer qualified and the employee shall be terminated from the employ of the hospital. Such termination shall not be the subject of a grievance or arbitration.

6.04 Negotiating Committee

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

6.05 List of Union Representatives

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

6.06 New Employee Interview

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

**ARTICLE 7 – ACCIDENT PREVENTION - HEALTH & SAFETY COMMITTEE**

7.01 The Hospital and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.

7.02 Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention – Health and Safety Committee, at least one (1) representative at each location selected or appointed by the Union from amongst bargaining unit employees.

For the purposes of Article 7.02, the Joint Health & Safety Committees exist at the following locations: St. Joseph's Hospital, Centre for Mountain Health Services and Centre for Ambulatory Health Services.

7.03 Such Committee shall identify potential dangers and hazards; institute means of improving health and safety programmes and recommend actions to be taken to improve conditions related to safety and health.

7.04 The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfil its functions.

7.05 Meetings shall be held every second month or more frequently at the call of the chair, if required. The Committee shall maintain minutes of all meetings and make the same available for review.

7.06 Any representative appointed or selected in accordance with 7.02 hereof, shall serve for a term of at least one (1) calendar year from the date of appointment. Time off for such representative(s) to attend meetings of the Accident Prevention - Health and Safety Committee in accordance with the foregoing, shall be granted.

A member of a committee is entitled to:



- a) one hour or such longer period of time as the committee determines is necessary to prepare for each committee meeting;
- b) such time as is necessary to attend meetings of the committee; and
- c) such time as is necessary to carry out inspections and investigations contemplated under subsection 9(26), 9(27), and 9(31) of the Occupational Health and Safety Act R.S.O. 1990 as amended 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 one (1) OPSEU member on the committee certified at each of the locations identified in Article 7.02 as described in the Occupational Health and Safety Act R.S.O.1990. Such members will be selected or appointed by the Union. All issues relating to salary and costs associated with obtaining certification shall be paid by the Hospital.
- 7.08 The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- 7.09 All employees' immunizations or prophylaxis required or recommended by the Hospital will be paid for by the Hospital.

#### **ARTICLE 8 – GRIEVANCE & ARBITRATION PROCEDURE**

- 8.01 Employees shall have the right, upon request, to the presence of a Union Steward at any stage of the grievance procedure, including the complaint stage, or at any time when formal discipline is imposed. The Employer will inform the employee in advance of her right to obtain Union Representation.

The Hospital agrees that it will not discipline an employee without just cause. Where the Hospital deems it necessary to suspend or discharge an employee, the Hospital shall notify the Union, in writing, of such suspension or discharge.

- 8.02 For the purpose of this Agreement, a grievance is defined as a difference arising between a member of the bargaining unit and the Hospital relating to the interpretation, application, administration or alleged violation of the Agreement.
- 8.03
  - a) It is the mutual desire of the parties hereto that complaints shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until she has first given her immediate supervisor the opportunity of adjusting her complaint. Such complaint shall be discussed with her immediate supervisor within seven (7) calendar days from the event giving rise to the grievance, or from when the employee should have reasonably become aware of the event giving rise to the grievance. Failing settlement within seven (7) calendar days, it shall then be taken up as a grievance within the seven (7) calendar days following her immediate supervisor's decision in the following manner and sequence:
  - b) The employee must submit the grievance through the Local Union, signed by the grievor and the Local Union President, or designate, to the Chief Executive Officer (CEO) of the Hospital, or designate. The employee may be accompanied, if she so desired, by her union steward. The grievance shall identify the nature of the grievance; the remedy sought, and should specify the provisions of the Agreement that are alleged to have been violated.
  - c) The parties will have a period of up to thirty (30) calendar days from the date the grievance is filed to attempt to resolve the grievance, and in any case, to provide the Union with a formal written response setting out the Hospital's position on the matter.

- d) During the thirty (30) day resolution period referred to above, the parties will attempt to resolve the matter(s) in dispute through a meeting or a series of meetings which shall involve the individuals with authority to resolve the grievance. In all cases, the meeting(s) shall include the Union Grievance Committee.
- e) Prior to the initial meeting date being established, the parties will provide document disclosure on a without prejudice basis to each other, with the purpose of providing both parties with the opportunity to understand the grievance and to prepare for the resolution meeting(s).

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

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

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

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

#### 8.04 Policy Grievance

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

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

#### 8.05 Group Grievance

Where a number of employees have identical grievances and each one would be entitled to grieve separately, they may present a group grievance in writing through the Local Union, signed by each employee who is grieving and the Local Union President, or designate, to the CEO, or his designate, within fourteen (14) calendar days after the

circumstances giving rise to the grievance have occurred. The grievance shall then be treated in the manner as set out for an individual grievance.

8.06 Discharge Grievance

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

The Hospital agrees that where a employee is required to attend a meeting with the Hospital that may lead to disciplinary action, as a good labour relations practice, it will inform the employee of the purpose of the meeting.

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

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

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

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

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

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

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

8.12 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, or to alter, modify, add to or amend any part of this Agreement.

8.13 The proceedings of the Arbitration Board will be expedited by the parties. The decision of the majority, and where there is no majority, the decision of the Chair, will be final and binding upon the parties hereto and the employee(s).

- 8.14 Each of the parties will bear the expense of its nominee, and the parties will share equally the fees and expenses of the Chair of the Arbitration Board.
- 8.15 The time limits set out in this Article are mandatory and failure to comply strictly with such time limits, except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned.
- 8.16 The parties to this agreement wish to encourage the settlement of grievances as soon as is possible and, wherever possible, without resort to arbitration. For these reasons:
- a) The parties are encouraged to take advantage of the process for mediation/arbitration as provided for in S. 50 of the Labour Relations Act, 1995 (R.S.O. 1995 as amended) (the "Act").
  - b) When the parties do not elect to use S. 50 of the Act in the period immediately following the referral of a matter to arbitration, the parties will commence a period of review. During this time they will each seek informed opinion with respect to the matter in dispute and consider whether the issues involved are such that the assistance of a mediator, or some form of early intervention, may be helpful. It is expected that this will occur within the first sixty (60) calendar days following referral of the matter to arbitration, avoiding the delay and costs that result from this process occurring immediately prior to an established hearing date.
- 8.17 Where "Arbitration board" is referred to in the Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to arbitration board shall appropriately apply.
- 8.18 Notwithstanding the time limits as set out herein, in the interest of bringing the matter to an expeditious conclusion, where the decision or response is provided in less than the number of days provided above, any subsequent response will measure from the receipt of the response.
- 8.19 The Employer will advise the Union of all dismissals including probationary.

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

- 9.01 Any letter of reprimand or suspension will be removed from the record of an employee 18 months following the receipt by the employee of such letter or suspension provided that the employee's record has been discipline free for such 18 months period.
- 9.02 Each employee shall have reasonable access to her file for the purposes of reviewing any evaluations, letters of counselling or formal disciplinary notations contained therein.
- Such review shall take place in the presence of the employer. A copy of the above documents will be provided to the employee on request. An employee is entitled to place on her file a written response to any documents contained therein.
- The Hospital agrees that where an employee is required to attend a meeting with the Hospital that may lead to disciplinary action, as a good labour relations practice, it will inform the employee of the purpose of the meeting.

#### **ARTICLE 10 - SENIORITY AND SERVICE**

##### **10.01 Probationary Period**

Newly hired employees shall be considered to be on probation for a period of 90 tours worked or 675 hours of work from date of last hire, whichever occurs first. 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 60 tours worked or 450 hours of work from date of last hire 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

Seniority lists will be maintained for full-time and part-time employees. The Hospital shall post in February and August such lists and provide the Union with a copy, indicating bargaining unit seniority.

#### 10.03 Seniority Accumulation

##### a) Full-time employees

- (i) Full-time employees will accumulate seniority on the basis of their continuous service in the bargaining unit from the last date of hire, except as otherwise provided in the collective agreement or previous collective agreements.
- (ii) In the application of seniority, no employee's seniority date may pre-date her start date.

##### b) Part-time employees

- i) Part-time employees shall have their seniority expressed on the basis of number of hours worked in the bargaining unit.
- ii) Notwithstanding Article 10.03 (a) seniority shall accrue during a pregnancy leave or parental leave. For the purposes of pregnancy leave and parental leave, seniority accrual shall be determined by multiplying the normal weekly hours times the number of weeks the employee is absent due to a pregnancy leave up to a maximum of 17 weeks and/or the number of weeks the employee is absent due to a parental leave up to a maximum of 35 weeks or 37 weeks if no pregnancy leave has been taken, whichever is applicable.
- iii) No employee may accrue more than 1650 hours seniority in one calendar year.
- iv) Seniority for part-time employees 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 26 weeks. A qualifying week is a week where the employee is not absent due to vacation, pregnancy-parental leave, WSIB, or illness or injury that exceeds thirty (30) consecutive calendar days.

#### 10.04 Transfer of Seniority

An employee shall retain seniority 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

This article is not applicable to part-time employees.

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

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

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

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

- ii) Notwithstanding Article 10.05 (a) (i), seniority and service shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave. For parental leave, seniority and service shall accumulate for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks if the employee did not take pregnancy leave.

The Hospital will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating for a period from the commencement of the leave up to seventeen (17) weeks while an employee is on pregnancy leave, and up to thirty-five (35) weeks while the employee is on parental leave (thirty-seven (37) weeks if the employee did not take pregnancy leave), unless the employee does not intend to pay her contributions.

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

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

For purposes of layoff and recall, seniority shall operate on a classification basis.

#### 10.07 Layoff and Recall Rights

Seniority lists for the purposes of layoff and recall rights for full-time employees shall be separate from seniority lists for the purpose of layoff and recall rights for part-time employees.

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

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

- a) a period of less than 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) above 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.

#### 10.09 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 his/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 pursuant to Article 11.07 for twenty-four (24) months;
- d) Is absent from scheduled work for a period of three (3) or more consecutive working days, without notifying the Hospital of such absence and providing a reason satisfactory to the Hospital;
- e) Fails to return to work (subject to the provisions of (d) upon termination of an authorized leave of absence without satisfactory reason or utilizes a leave of absence, without permission, for purposes other than that for which the leave was granted;
- f) Fails upon being notified of a recall to signify 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 fourteen (14) 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 This article does not apply to casual part-time employees.

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

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

- (ii) identifying and reviewing ways to address on-the-job retraining needs of employees;
- (iii) identifying vacant positions within the Hospital for which surplus members of the bargaining unit might qualify, or such positions which are currently filled but which are expected to become vacant within a twelve (12) month period;
- (iv) identifying Contracting in opportunities;
- (v) mapping bumping options for affected employees, to the extent possible.

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

- 11.02 Any agreement between the Hospital and the Union resulting from the above review concerning the method of implementation will take precedence over the terms of this Agreement.
- 11.03 In the event of layoff, the Hospital shall layoff employees in the reverse order of their seniority within their classification, providing that those employees who remain on the job have the qualifications and ability to perform the work.

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

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

An employee who has the right to displace another employee shall have the right to the same training period as would typically be accorded to a new employee. Such training period may commence prior to the anticipated layoff.

Casual or contract employees shall not be utilized while full time or part time employees remain on layoff unless the work has been offered to all employees on layoff who are qualified and able to perform the work and they have refused the opportunity.

- 11.04 a) An employee who is subject to permanent or long-term layoff shall have the following entitlements:
- (i) accept the layoff and be placed on a recall list for twenty-four (24) months from the date the actual layoff begins; or
  - (ii) accept the layoff, and thereafter, at the Employers option, receive pay in-lieu of notice and not be required to report for work during the notice period. It is agreed and understood that during the period of notice the employee's wages and benefits will be maintained as if she were at work, and that her layoff will be deemed to have commenced at the end of the notice period;
  - (iii) the employee may displace an employee who has lesser bargaining unit seniority and who is the least senior employee within his/her classification, identical paying classification, or lower paying classification in his/her discipline, if the employee originally subject to layoff can perform the duties of the least senior employee within his/her classification, identical paying classification or lower paying classification in his/her discipline.



- (iv) An employee who has the right to displace another employee shall have the right to the same training period as would typically be accorded to a new employee. Such training period may commence prior to the anticipated layoff.
  - (v) If a full-time employee cannot displace a full time employee in (iii), the employee may displace a part time employee who has lesser bargaining unit seniority in his/her classification, identical paying classification, or lower paying classification in his/her discipline, if the employee originally subject to layoff can perform the duties of the least senior employee in a lower or identical paying classification, without training other than orientation.
  - (vi) If the employee cannot displace an employee in his/her discipline, the employee may displace an employee who has lesser bargaining unit seniority in a lower or identical paying classification in another department/program. If the employee originally subject to layoff can perform the duties of the least senior employee within his/her classification, an identical paying classification or a lower paying classification in his/her discipline is qualified to perform the duties.
- b) An employee who is subject to layoff for a period not greater than thirteen weeks shall have the following entitlements:
- (i) accept the layoff and be placed on a recall list for twenty-four (24) months. During this period of layoff the employee may elect to receive payment of some or all of his/her earned vacation credits up to a maximum of the period of the layoff. It is understood that his/her vacation bank and entitlement will be appropriately reduced for the that vacation year; or
  - (ii) displace an employee within his/her classification who has lesser bargaining unit seniority and who is the least senior employee within his/her classification, if the employee originally subject to layoff can perform the duties of the least senior in his/her classification in his/her discipline;
  - (iii) An employee who has the right to displace another employee shall have the right to the same training period as would typically be accorded to a new employee. Such training period may commence prior to the anticipated layoff.
  - (iv) if the employee cannot displace an employee in (ii), the employee may displace an employee who has lesser bargaining unit seniority in a lower or identical paying classification in his/her discipline, if the employee originally subject to layoff can perform the duties of the least senior employee in a lower or identical paying classification in his/her discipline.
- 11.05 Where an employee has one shift cancelled, the employee shall not be entitled to displace another employee.
- 11.06 An employee who displaces an employee in a lower paying classification will be placed on the salary grid of the lower classification consistent with the level she would have achieved in the lower classification based on her service and experience with the Hospital.
- 11.07 An employee shall have opportunity of recall from a layoff to an available opening in her former classification, or an equal or lower paying classification than the one from which the employee was originally laid off, in order of seniority, provided she has the qualifications and ability to perform the work, before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been completed. An employee who is recalled shall be credited with the seniority she has at the time of the layoff.
- 11.08 a) An employee recalled to work in a different classification from which she was laid off, or an employee who has displaced an employee in a lower classification shall be entitled to return to the position she held prior to the layoff should it become vacant

within twenty-four (24) months of the layoff, provided that the employee remains qualified and able to perform the duties of her former position.

- b) In addition to 11.08 (a) a full time employee who has displaced a part time employee shall be entitled to return to the position she held prior to the layoff should it become vacant within twenty-four (24) months of the layoff, provided that the employee remains qualified and able to perform the duties of her former position.
- 11.09 The Hospital shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Hospital (which notification shall be deemed to be received on the fifth day following the date of mailing), with a copy to the Local Union President. 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 her proper address being on record with the Hospital.
- 11.10 When there is an available opening which has not been filled in accordance with Article 11.07, an employee who has either accepted a layoff or is under notice of layoff and is unable to displace any other employee will be given an opportunity for on-the-job retraining of up to six (6) months, subject to the staffing requirements of the Hospital, if, with the benefit of such retraining, the employee could reasonably be expected to obtain the qualifications and ability to perform the work. Such opportunities will be provided in order of seniority.
- During the period of on-the-job retraining the recall period will continue to apply from the original date of layoff. If, following the period of on-the-job retraining the employee has not obtained the qualifications and ability to perform the work, the employee will be returned to the recall list or will be terminated in accordance with Article 10.09 (c).
- 11.11 In the event an employee who has been laid off and is placed on a recall list is assigned, by the Hospital, ad hoc shifts or to a temporary vacancy, she will retain, but not accumulate her seniority and service held at the time of layoff. Employees in such assignments will be treated a part time. Where an employee is recalled pursuant to Article 11.07, she will receive credit for service and seniority for shifts worked under this provision. Any assignments under this provision will be offered on a voluntary basis.
- 11.12 a) Local Human Resource Plans will apply to Health Services Restructuring Commission directives. In other circumstances, the balance of this Article will apply.
- b) Before issuing notice of long term layoff pursuant to Article 11.03, and following notice pursuant to Article 11.01 (a), the Hospital will make offers of early retirement allowance in accordance with the following conditions:
- (i) The Hospital will first make offers in order of seniority in the defined areas and in classifications where layoffs would otherwise occur. The Hospital will offer the same number of early retirements as the number of layoffs it would otherwise make.
  - (ii) The Hospital will make offers to employees eligible for early retirement under the Hospital pension plan (including regular part time, if applicable, whether or not they participate in the hospital pension plan).
  - (iii) If no employees in the affected areas accept the offer, the Hospital will then extend the offer to other employees in the same classification as that being affected in the bargaining unit in order of seniority.
  - (iv) The number of early retirements the Hospital approves will not exceed the number of employees in that classification who would otherwise be laid off.

An employee who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of two (2) weeks' salary for each year of service, to a maximum ceiling of fifty-two (52) weeks' salary.

- c) Where an employee has received individual notice of long term layoff under Article 11.03 such employee may resign and receive a separation allowance as follows:
- (i) Where an employee resigns effective within thirty (30) days after receiving individual notice of long term layoff, he/she shall be entitled to a separation allowance of two weeks' salary for each year of continuous service to a maximum of sixteen (16) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation will be reimbursed for tuition fees up to a maximum of three thousand (\$3,000) dollars.
  - (ii) Where an employee resigns effective later than thirty (30) days after receiving individual notice of long term layoff, he/she shall be entitled to a separation allowance of four (4) weeks salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation will be reimbursed for tuition fees up to a maximum of one thousand two hundred & fifty (\$1,250) dollars.

#### **ARTICLE 12 – TECHNOLOGICAL CHANGE**

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

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

The Hospital agrees to meet and discuss within ten (10) calendar days with the Union the effect of such technological changes on the employment status of employees and 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 layoff 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 wherever possible and may extend for up to six (6) months.

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

- 13.01 Where a vacancy exists including temporary vacancies expected to exceed six (6) months, or where the Hospital creates a new position in the bargaining unit, such vacancy shall be posted for a period of seven (7) calendar days. Applications for such vacancies shall be made in writing within the seven (7) day period referenced herein.

Notwithstanding the above, the Hospital may fill at its own discretion temporary vacancies not expected to exceed six (6) months.

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

Employees in bargaining units at the Hospital represented by OPSEU selected to fill such temporary vacancies agree not to apply for other temporary positions while filling the

temporary vacancy, unless the start of the new assignment is after the expiration of the existing assignment. Upon completion of the temporary vacancy, the bargaining unit employee will be returned to his former position. Such employees shall continue to accrue seniority while filling a temporary vacancy.

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

- 13.02 Notices of vacancies referred to in 13.01 shall include, for informational purposes: department/program/service, classification, qualifications, and location(s).
- 13.03 A copy of the posted notice will be sent to the local President or his designate, within the aforementioned seven calendar days.
- 13.04 The name of the successful applicant will be posted and a copy sent to the local President or his designate.
- 13.05 The Hospital agrees to discuss with unsuccessful applicants ways in which they can improve for future postings, if requested.
- 13.06 In filling posted vacancies the selection shall be made based on skill, ability, experience, and relevant qualifications of the applicants. Where these factors are relatively equal, bargaining unit seniority shall be the governing factor.
- 13.07 In matters of promotion and staff transfer, a successful bargaining unit applicant shall be allowed a trial period of up to sixty (60) days (450 hours for employees whose regular hours of work are other than the standard work day) worked during which the Hospital will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned by the Hospital, to the position formerly occupied, without loss of seniority. Should the employee return or be returned to his former job, the filling of subsequent vacancies will be reversed.
- 13.08 An employee who is promoted to a higher rated classification within the bargaining unit will be placed in the range of the higher rated classification so that he shall receive no less an increase in wage rate than the equivalent of one step in the wage rate of his previous classification (provided that he does not exceed the wage rate of the classification to which he has been promoted).  
The employee's anniversary date shall be adjusted.
- 13.09 An employee selected as a result of a posting for a permanent vacancy need not be considered for a further posting for a permanent vacancy for a period of up to six (6) months from his date of selection.
- 13.10 Where there are no successful applicants from within the bargaining unit for posted vacant positions, employees in other OPSEU Paramedical bargaining units at the Hospital will be considered for such staff transfers or promotions prior to considering persons outside OPSEU Paramedical bargaining units at the Hospital. The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with Article 13, and selection shall be made in accordance with Article 13.06. All provisions of Article 13 will apply to employees selected in accordance with this provision.
- 13.11 From time to time the job duties or scope of bargaining unit positions(s) may change in such a way as to represent a developmental opportunity, a specialization, or a broadening of duties for a limited number of employees within a department (or appropriate work unit), without increasing the complement of employees in the department.

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

The Hospital shall consider employees for these opportunities on the basis of skill, ability, relevant qualifications and seniority. Such opportunities will not exceed twelve (12) months in length.

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

#### **ARTICLE 14 - LEAVES OF ABSENCE**

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

##### 14.01 Personal Leave

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

##### 14.02 Union Business Leave

###### a) Local Union Business Leave

The Hospital agrees to grant leaves of absence without pay to local bargaining unit members for the purpose of attending Union seminars and/or attending to Union business. The cumulative total leave of absence shall not exceed **sixty (60)** days in any calendar year.

Not more than six (6) members of the local bargaining unit shall be permitted to be absent at any one time except that two (2) additional members will be permitted to be absent to attend the OPSEU Annual Convention. Not more than two (2) members may be absent at the same time from the areas defined in Article 6.01.

Requests for such leave(s) of absence will be submitted to the Hospital, in writing, by the Union a minimum of two (2) weeks in advance of the date(s) requested.

###### b) Union Position Leave - F.T.

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

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

###### d) For leaves of absence without pay for Union business under the terms of this Agreement, the employee's salary and applicable benefits will be maintained by the

Hospital and the Union will reimburse the Hospital for the cost of salary and benefits. The Hospital will bill the Union and the Union will reimburse the Hospital within a reasonable period of time. In addition, there shall be no loss of seniority during such leaves of absence.

#### 14.03 **Bereavement Leave**

**Any employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for up to four (4) consecutive scheduled working days off without loss of regular pay from regularly scheduled hours within the nine (9) calendar day period commencing four (4) calendar days prior to the day of the funeral for a parent, spouse or child. "Spouse" for the purposes of bereavement leave will include a partner of the same sex.**

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

**Immediate family, for the purposes of this section, shall mean sister, brother, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-law, grandparent of spouse, son-in-law, and daughter-in-law. An employee shall be granted one (1) day bereavement leave without loss of regular earnings to attend the funeral of, or a memorial service (or equivalent) for her or his aunt, uncle, niece or nephew.**

**If a burial or memorial service is not held within the seven (7) or nine (9) calendar day period referenced above, an employee can utilize one (1) day of their entitlement, as determined above, within six (6) months following the date of bereavement for the purposes of attending such burial or memorial service.**

**A part-time employee shall receive credit for his seniority and service for such leave. For clarity, such credit shall only apply to bereavement leave with pay.**

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

#### 14.04 **Jury and Witness Duty**

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

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

Applicable to full-time employees

In addition to the foregoing, where an employee is required by subpoena to attend a Court of Law or Coroner's Inquest, in connection with a case arising from the employee's

duties at the Hospital, on his regularly scheduled day off or during his regularly scheduled vacation, the Hospital will attempt to reschedule the employee's regular day off or vacation period, it being understood that any rescheduling shall not result in the payment of any premium pay. If the Hospital fails to reschedule such employees, the Hospital shall arrange lieu time off work for all days the employees would otherwise be off work had it not been for the attendance at Court or the Coroner's Inquest.

Applicable to regular part-time employees only

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

14.05 a) Pregnancy Leave

- (i) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this agreement.
- (ii) This provision is applicable to full-time employees and regular part-time employees only.

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

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

This provision only applies to employees with at least 13 weeks of continuous service at the hospital prior to the commencement of the pregnancy leave.

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

(iii) Transfer of Pregnant Employees

Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests,

will be granted an unpaid leave of absence before commencement of the current contractual maternity leave provisions.

b) Parental Leave

- (i) Parental leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this agreement. This provision only applies to employees with at least 13 weeks of continuous service at the Hospital prior to the commencement of the Parental Leave.
- (ii) This provision is applicable to full-time employees and regular part-time employees only.

Effective on confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan, and retroactive to date of confirmation by the Employment Insurance Commission, an employee who is on pregnancy leave as provided under this agreement and who is in receipt of Employment Insurance pregnancy benefits pursuant to of the Employment Insurance Act is eligible for a parental leave of up to thirty-five (35) weeks duration in accordance with the of the Employment Standards Act. Such employee shall be paid a supplemental unemployment benefit equivalent to the difference between eighty-four percent (84%) of her regular weekly earnings, and the sum of her weekly Employment Insurance parental benefits and any other earnings. Such payment shall commence following completion of the Employment Insurance pregnancy benefits, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance parental benefits, and shall continue while the employee is in receipt of such benefits, for a maximum period of ten (10) weeks. 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.

- (iii) This provision is applicable to full-time employees and regular part-time employees with at least thirteen (13) weeks of continuous service at the hospital prior to the commencement of the parental leave.

An employee who is eligible for a parental leave and who is the natural father, or is an adoptive parent is eligible to be granted a parental leave of up to thirty-seven (37) weeks duration in accordance with the Employment Standards Act. An adoptive parent shall advise the Hospital as far in advance as possible of their qualifying to adopt, and shall request the leave of absence in writing upon receipt of confirmation of the pending adoption. Such employee shall be paid a supplemental unemployment benefit equivalent to the difference between eighty-four percent (84%) of his/her regular weekly earnings, and the sum of his/her weekly Employment Insurance parental benefits and any other earnings.

Such payment shall commence following completion of the Employment Insurance two week waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that he/she is in receipt of Employment Insurance parental benefits, and shall continue while the employee is in receipt of such benefits, for a maximum period of ten (10) weeks.

The employee's regular weekly earnings shall be determined by multiplying his/her regular hourly rate on his/her last day worked prior to the commencement of the leave times his/her normal weekly hours.

In addition, the Hospital will pay the employee eighty-four percent (84%) of his/her regular weekly earnings during the first two (2) weeks of the leave while waiting to receive Employment Insurance benefits.

14.06 Education Leave



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

- 14.07 The parties agree that the emergency days covered by the *Employment Standards Act*, are accessible to this bargaining unit.

14.08 Medical/Dental Appointments

An employee shall be granted leave of absence up to a maximum of one (1) day for each occasion to attend a physician or dentist with whom such an employee has an appointment. The employee will be allowed to use accumulated sick leave credits, or lieu time, and/or vacation credits, either for a full day or a fraction of a day, to be paid for such time off. Use of leave of absence for this purpose shall not be considered a break in service.

**ARTICLE 15 - SICK LEAVE AND LONG-TERM DISABILITY**

NOTE: The provisions of Article 15, Sick Leave and Long-Term Disability, apply to full-time employees only (with the exception of Article 15.09)

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

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

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

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

- 15.03 Employees with four (4) or more years service will be paid at the 100% benefit level for all incidences of absence covered by HOODIP.

- 15.04 Any dispute which may arise concerning an employee's entitlement to short-term or long-term benefits under HOODIP may be subject to grievance and arbitration under the provisions of this Agreement.

The Union agrees that it will encourage an employee to utilize the Medical Appeals Process provided under the plan, if any, to resolve disputes.

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

- 15.05 An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Workplace Safety & Insurance for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit the employee would receive from Workplace Safety & Insurance if the employee's claim was approved, or the benefit to which the employee would be entitled under the short term sick portion of the disability income plan (HOODIP or equivalent plan).

Payment will be provided only if the employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by the—

Workplace Safety & Insurance Board. If the claim for Workplace Safety & Insurance is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short-term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

- 15.06 Sick leave banks standing to the credit of an employee shall be utilized to supplement payment for sick leave days which would otherwise be paid at less than full wages, or for sick leave days at no wages.

Pay out of sick leave credits shall be made on termination of employment or, in the case of death, to the employee's estate. The amount of the payment shall be a cash settlement at the employee's then current salary rate for any unused sick credits to the maximum provided under the previous accumulating sick leave credit plan.

In addition, at any time, the employee may submit a written request to Human Resources to have the full amount paid out, and such request will be granted within a reasonable amount of time.

- 15.07 Where an employee, employed as of the effective date of the transfer to HOODIP or equivalent, did not have the required service to qualify for pay out on termination, he shall be entitled to the same pay out provisions as set out in Article 15.06 above, providing he subsequently achieves the necessary service to qualify for pay out under those provisions.

- 15.08 The Hospital shall pay for medical certificate(s) that the Hospital requests from time-to-time to certify an employee's illness or ability to return to work.

- 15.09 Where an employee, with accumulated sick leave credits remaining, is prevented from working for the Hospital because of an occupational illness or accident that is recognized by the Workplace Safety & Insurance Board as compensable within the meaning of the Workplace Safety & Insurance Act the Hospital, on application from the employee, will supplement the award made by the Workplace Safety and Insurance Board for loss of wages, together with the supplementation of the Hospital, will equal one hundred percent (100%) of the employee's net earnings to the limit of the employee's accumulate sick leave credits. Employees may utilize such sick leave credits while awaiting approval of a claim for Workplace Safety and Insurance.

## **ARTICLE 16 - HOURS OF WORK & OVERTIME**

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

- a) Applicable to full-time employees only
- (i) The normal or standard workweek shall be an average of thirty-seven and one-half (37 ½) hours, with a normal or standard workday of seven and one-half (7 ½) hours per day.
  - (ii) The hours of work are to be an average of one hundred and fifty (150) hours over two (2) pay periods.
  - (iii) All work hours will be consecutive and there will be no split shifts.
  - (iv) The Hospital will endeavor to provide two (2) consecutive days off in any workweek.
- b) Applicable to part-time employees only
- (i) The normal hours of work will be seven and one-half (7½) hours per day. With the mutual agreement of the parties, the Hospital may regularly schedule a workday of less than 7.5 hours (but with a minimum of 4 hours) to meet

operational requirements. Such agreement shall not be withheld in an unreasonable or arbitrary manner.

- (ii) For overtime purposes only the normal or standard workday shall be seven and one-half (7½) hours per day and the normal or standard full-time workweek shall be an average of thirty-seven and one-half (37½) hours per week.
  - (iii) Part-time employees shall be entitled to overtime pay at the rate of time and one-half their regular straight time hourly rate for all hours worked in excess of the normal or standard work day or in excess of the normal or standard full-time work week.
- c) Where the Hospital and the Union agree, subject to the approval of the Ministry of Labour, other arrangements regarding hours of work may be entered into between parties on a local level with respect to tours beyond the normal or standard work day in accordance with the provisions set out in Article 28.01 or 28.02 of the collective agreement.

#### 16.02 Rest Periods

Employees shall be entitled, subject to the exigencies of patient care, to relief periods during the shift on the basis of fifteen (15) minutes for each 3.75 hours at work.

#### 16.03 Overtime Definition

Overtime shall be defined as being all hours worked in excess of the normal or standard workday, or in excess of the normal or standard workweek. The overtime rate shall be one and one-half (1 ½) times the regular straight time hourly rate of pay.

#### 16.04 Overtime/Call Back accumulation

Where an employee has worked and accumulated approved overtime hours (other than overtime hours related to paid holidays) or has accumulated hours for Call Back up to a maximum of 15 hours, then such employee shall have the option of electing payment at the applicable overtime rate or time off equivalent to the applicable overtime rate. Further, such time off must be taken at a time mutually agreeable to the Hospital and employee and must be taken within the succeeding four pay periods.

#### 16.05 Missed Meal Breaks

- a) Applicable to full-time employees only

If an employee is authorized to work, during the meal break, due to the requirements of patient care, she will be paid time and one-half (1 ½) her regular straight time hourly rate for all time worked in excess of his normal daily hours.

- b) Applicable to part-time employees only

If an employee is authorized to work, during the meal break, due to the requirements of patient care, she will be paid his regular straight time hourly rate for all hours worked. Notwithstanding this provision, she will be paid time and one-half (1 ½) her regular straight time hourly rate for all time worked in excess of the normal or standard work day.

16.06 The schedule of working hours will be posted at least six (6) weeks in advance of the week to which they apply.

16.07 An employee shall be paid straight-time rate according to the hours worked when the time changes from Daylight Savings Time to Eastern Standard Time and vice versa.

16.08 The Hospital does not guarantee to provide employment or work for normal part-time hours or for any other hours.

#### 16.09 Distribution of Additional Non-Overtime Hours For Regular Part-time Employees

- a) The Hospital shall maintain a call-in list of part-time employees for the purpose of call-in for additional non-overtime hours. From this list shall be removed, those part-time employees who are working in temporary full-time vacancies and those part-time employees who indicate, in writing, that they do not wish to be called in for additional hours.
- b) The guiding principles to be followed for the utilization of the call-in list in each department is an equitable assignment of hours commencing with the most senior employee on the call-in list. Employees on the call-in list, therefore, shall be called in order of seniority beginning with the most senior part-time employee, until the hours are filled. The following are the procedures for the utilization of the list:
  - (i) Each call will be indicated on the part-time call-in list as to “worked”, “no answer”, or “refused”. “No answer” and “refused” shall be counted as if “worked” for the purpose of call-in rotation.
  - (ii) Succeeding call-ins will commence with the person listed below the last person to accept a call-in and so on, on a rotational basis.
  - (iii) The employee called will be offered all of the shifts which are known to be available, short of those shifts which would incur overtime costs for the Hospital.
  - (iv) In the event that the employee called in is not able to accept all of the known shifts that are available due to availability restrictions or because the employee is already scheduled to work for all or some of the shifts, the remaining shifts shall be offered to the next person on the list in accordance with the steps outlined above.
  - (v) If a call-in is answered by voicemail, an answering machine, or a pager, the Employer shall leave a message that a call-in is available and for what shift, before hanging up. The Employer shall continue in its efforts to fill the staff shortage, but if the employee responds ready to work prior to the call-in vacancy being filled, he shall be permitted to take the call-in shift.
  - (vi) The Employer may bypass an employee on the list if the employee does not possess the knowledge, skills or qualifications to perform the work.

#### **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 three dollars (\$3.00) 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 and fifty cents (\$3.50) 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 \$5 for each 8-hour period on standby even if called back to work.

##### **17.02 Call Back**

An employee who is called to work after leaving the Hospital premises and outside of his/her regular scheduled hours, shall be paid a minimum of no less than 4 hours pay at time and one-half (1½) his/her regular straight time hourly rate for work performed on each call-in. In the event that such 4-hour period overlaps and extends into his/her regular shift he/she will receive the 4-hour guarantee payment at time and one half (1½) and his/her regular hourly rate for the remaining hours of his/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.

An employee may take compensating time-off in lieu of pay at the above appropriate rates at a time mutually acceptable to the parties.

17.03 Shift Premium

An employee shall be paid a shift premium of \$1.20 per hour for each hour worked which falls within the normal hours of the evening shift and \$1.45 for each hour worked which falls within the normal hours of the night shift provided that such hours exceed two (2) hours if worked in conjunction with the day shift. For purposes of this provision, the normal or standard evening and night shift each consist of 7.5 hours. Shift premium will not form part of the employee's straight time hourly rate.

Effective **April 1, 2006** shift premiums shall be increased to **\$1.25** per hour on evening shifts and to **\$1.50** per hour on Night Shifts.

Effective **April 1, 2007** shift premiums shall be increased to **\$1.30** per hour on evening shifts and to **\$1.55** per hour on Night Shifts.

Effective **April 1, 2008** shift premiums shall be increased to **\$1.35** per hour on evening shifts and to **\$1.60** per hour on Night Shifts.

17.04 Weekend Premium

An employee shall be paid a weekend premium of \$1.55 per hour for each hour worked between 2400 hours Friday to 2400 hours Sunday or such other 48 hour period that the Hospital may establish.

Effective **April 1, 2006** the weekend premium shall be increased to **\$1.65** per hour.

Effective **April 1, 2007** the weekend premium shall be increased to **\$1.70** per hour.

Effective **April 1, 2008** the weekend premium shall be increased to **\$1.75** per hour.

The Hospital will schedule weekend work on a fair and equitable basis.

17.05 Meal Allowance

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

17.06 Transportation Allowance

When an employee is required to travel to the Hospital, or to return to his home, as a result of being called back to work outside of his regularly scheduled hours, the Hospital will pay transportation costs either by taxi or by her own vehicle at the rate keeping with the current Hospital policy or such greater amount that the Hospital may in its discretion determine for each trip to a maximum of \$25. The employee will provide to the Hospital satisfactory proof of payment of such taxi fare.

17.07 Responsibility Pay

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

17.08 Time Off Between Shifts

Failure to provide twenty 20 hours between the commencement of an employee's scheduled shift and the commencement of such employee's next scheduled shift shall result in payment of one and one-half (1½) times the employee's regular straight time hourly rate for only those hours which reduce the twenty 20 hour period.

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

17.09 Change of Schedule

a) The Union will not counsel members against employee input into the scheduling process on the understanding that the schedule of working hours will be posted at least six (6) weeks in advance of the week to which they apply. Changes to the posted work schedule shall be brought to the attention of the employee by personal contact whenever possible. Requests for change in posted time schedules must be submitted in writing and co-signed by an Employee willing to exchange shifts or days off. It is understood that such change in days off or shift initiated by the Employee and approved by the supervisor shall not result in overtime payment.

b) Applicable to regular full-time employees only

Where an employee's schedule is changed by the Hospital with less than 48 hours notice, he/she shall receive time and one-half (1½ ) his/her regular straight time hourly rate for all hours worked on his/her next shift.

c) Applicable to regular part-time employees only

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

17.10 No Pyramiding

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

17.11 Phone Consultation

An employee who is required to provide professional services over the telephone without returning to the Hospital shall be entitled to a minimum of fifteen (15) minutes pay at his/her regular straight time hourly rate, per call, regardless of the duration of the call. Any additional time spent on the call over and above fifteen (15) minutes shall be compensated at the same rate for the additional time spent. The employee will maintain a log of all calls and submit the log to the manager for approval and authorization for payment.

17.12 Reporting Pay

Employees who report for any 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 as herein outlined shall not apply whenever an employee has received prior notice not to report for work.

**ARTICLE 18 - PAID HOLIDAYS**

18.01 a) Applicable to full-time employees only

Employees shall be entitled to the following paid holidays:

|              |             |               |
|--------------|-------------|---------------|
| New Years    | Good Friday | Easter Monday |
| Victoria Day | Canada Day  | Civic Holiday |

|            |                              |                             |
|------------|------------------------------|-----------------------------|
| Labour Day | Thanksgiving                 | Christmas                   |
| Boxing Day | 2 <sup>nd</sup> Monday (Feb) | 2 <sup>nd</sup> Monday(Nov) |

An employee shall NOT be paid for any recognized holiday if she:

- (i) does not work on such a holiday if scheduled to do so unless a reason satisfactory to the Hospital is provided;
- (ii) if she is absent the normal shift immediately preceding or the normal shift immediately following the holiday unless a justifiable reason has been submitted to the Hospital;
- (iv) if she does not upon request, with advance notice, produce a medical certificate for illness occurring on the normal shift immediately preceding or following the holiday.

An employee required to work on any of the designated holidays listed in the collective agreement shall be paid at the rate of time and one-half (1½) his regular straight time rate of pay for all hours worked on such holiday, subject to Article 18.03. In addition, he will receive a lieu day off with pay in the amount of his regular straight time hourly rate of pay times seven and one-half (7½) hours, and must be taken within sixty (60) calendar days.

b) Applicable to part-time employees only

The following holidays shall apply to part time employees for the purposes of payment for work performed on such holidays:

|              |                              |                             |
|--------------|------------------------------|-----------------------------|
| New Years    | Good Friday                  | Easter Monday               |
| Victoria Day | Canada Day                   | Civic Holiday               |
| Labour Day   | Thanksgiving                 | Christmas                   |
| Boxing Day   | 2 <sup>nd</sup> Monday (Feb) | 2 <sup>nd</sup> Monday(Nov) |

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

- 18.02 Where the employee is required to work on a paid holiday for which he is paid at the rate of time and one-half (1 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) he shall receive two (2) times his regular straight time hourly rate for such additional hours worked.
- 18.03 Not applicable to part-time employees - An employee who qualifies to receive pay for any holiday will not be entitled, in the event of illness, to receive sick pay in addition to holiday pay in respect of the same day.
- 18.04 To the extent possible, work on paid holidays will be distributed as evenly as possible.
- 18.05 An employee who has been granted a written leave of absence without pay shall not be entitled to payment or additional time off for any recognized holiday that occurs during such leave.

## **ARTICLE 19 - VACATIONS**

- 19.01 a) Applicable to regular full-time employees only

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.

All employees shall receive five (5) weeks vacation after thirteen (13) years of continuous service and six (6) weeks vacation after twenty-two (22) years of continuous service.

**Effective the date of ratification, all employees will receive seven (7) weeks vacation after twenty-eight (28) years of continuous service. For clarification, an employee will not be eligible to receive the seventh (7<sup>th</sup>) week of vacation where they have already received the additional five (5) days of supplemental vacation in the same vacation year.**

NOTE: Employees who currently enjoy a greater vacation entitlement than outlined above shall continue to enjoy the higher vacation entitlement until the number of weeks of vacation to which they are entitled under the collective agreement is the same as their current entitlement.

b) Applicable to regular part-time employees only

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

Equivalent years of service shall be used to determine vacation pay entitlement. Equivalent years of service shall be calculated on the basis of one (1) year of service for each 1650 hours worked.

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

19.02 Not applicable to part-time employees

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

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

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

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

19.04 For the purpose of calculating vacations and eligibility, the vacation year shall be from May 1<sup>st</sup> of any year to April 30<sup>th</sup> of the following year.

Vacations with pay at the employee's basic rate will be granted for continuous service prior to May 1<sup>st</sup> of the current calendar year. Vacations shall be scheduled and taken during the vacation year May 1<sup>st</sup> to April 30<sup>th</sup>.

19.05 **Vacation requests will be granted in each department/service/program in accordance with the staffing requirements in the department/service/program, and subject to the following terms and conditions:**

a) **Vacation requests must be submitted to each employee's Manager and/or designate by email, on or before February 14<sup>th</sup> each year.**



- b) The Hospital and the Union encourage all employees to request their entire vacation entitlement as early as possible each year. Therefore, subject to staffing requirements, vacation requests received on or before February 14<sup>th</sup> for time off during non-prime vacation periods will be granted in order of seniority.
- c) The parties recognize it is important to endeavor to provide employees with the opportunity of having time off during the prime vacation periods. Accordingly, vacations allocated in the prime periods will initially be limited to a maximum of two weeks vacation (consecutive weeks or in aggregate) per employee in accordance with staffing requirements.
- d) Prime vacation period(s) are as follows:
- from the first day of the week in which June 15<sup>th</sup> falls (Monday – Sunday) and the last day of the week in which September 15<sup>th</sup> falls (Monday – Sunday), inclusive,
  - the week of March Break, and
  - from the first day of the week in which December 24<sup>th</sup> falls (Monday – Sunday) and the last day of the following week.
- e) Employees who request more than two weeks of vacation in the prime periods must clearly identify their order of preference for all such weeks requested. In the event the order of preference is not clearly indicated, the Manager will assign the order of preference in the order in which the requested time is listed in the email.
- f) All requests received in accordance with a) above will be reviewed and allocated in accordance with b), c), d), and e). Prior to allocating additional weeks in the prime periods to employees who have already been granted two (2) weeks in the prime vacation periods, regular full-time and/or regular part-time employees who have not been granted two weeks during the prime periods will have an opportunity to request up to a maximum of two (2) weeks from the prime vacation periods still available, prior to March 1<sup>st</sup>.
- g) After all employees have either been granted two weeks of vacation in the prime periods, or have declined the opportunity to select vacation time in these periods, all remaining weeks in the prime periods will be assigned, in order of seniority, to employees who had requested additional weeks when they submitted their initial request on or before February 14<sup>th</sup>.
- h) The vacation schedule will be posted by 1600 hours on March 1<sup>st</sup>, and vacations thereafter may not be cancelled without mutual agreement. Once the vacation schedule has been posted further vacation requests must be submitted by email, and will be considered on a first come, first served basis.
- i) In order to ensure each employee takes their full vacation entitlement in the applicable vacation year the Hospital will send a notification to all employees by January 30<sup>th</sup> each year reminding them that, if they have any unscheduled vacation days or weeks, they must submit a request to their Manager, by email, no later than February 14<sup>th</sup>, specifying the dates they wish to take as vacation.

If the employee does not submit a request by February 14<sup>th</sup>, the Manager will schedule their remaining vacation entitlement prior to the end of that vacation year.

Where there are instances when employees cannot use their vacation during the vacation year, the Manager may approve the balance to be carried over into the next vacation year, in accordance with Hospital Policy.

- 19.06 When a recognized holiday falls within an employee's vacation period he shall be entitled to an additional day of vacation or an additional pay at his basic rate in lieu of the holiday.
- 19.07 Vacation requests for a continuous multiple-day period shall be given preference over single-day or shorter-period vacation requests (less than 1 full week) regardless of seniority, provided that both requests have been submitted by the February 14th deadline referred to above. Vacation requests submitted in full week periods will be given preference over shorter period vacation requests. Once approved, an employee shall not be displaced from his/her approved short-period vacation, i.e. approved vacation of less than one (1) week, by another employee requesting a multiple-day vacation of a longer period.
- 19.08 A senior employee, having failed to meet the February 14th deadline for the submission of vacation requests as per the above, shall not later displace a more junior employee from his/her approved vacation time off.
- 19.09 Vacation requests submitted after the February 14th deadline, shall be responded to by the employee's supervisor no later than two (2) weeks from the date of the request and where vacation may be granted for the time period requested, it shall be on a first-come, first-served basis.

In addition to the above for scheduling vacations, and where the staffing requirements will allow, vacation will be allotted on a consecutive week basis if the employee so desires. In order to enable an equal distribution of vacation time off during the prime vacation period, an employee may be limited to a maximum of two (2) weeks' vacation, (consecutive weeks or in aggregate) in accordance with seniority, by rotation, by choice; the balance as per past practice. The prime vacation period for the purpose of this article shall be

- from the first day of the week in which June 15<sup>th</sup> falls (Monday – Sunday) and the last day of the week in which September 15<sup>th</sup> falls (Monday – Sunday), inclusive,
- the week of March Break, and
- from the first day of the week in which December 24th falls (Monday – Sunday) and the last day of the following week.

## **ARTICLE 20 – HEALTH AND WELFARE BENEFITS**

- 20.01 Not applicable to part-time employees

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

- a) Semi-Private Hospital Insurance

The Hospital agrees to pay 100% of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the **Manulife Plan** or comparable coverage with another carrier.

b) Extended Health Care

**The Hospital shall contribute on behalf of each eligible employee 75% of the billed premium under the Extended Health Care Plan (Manulife Financial \$22.50-\$35 deductible plan) including**

- **hearing aids with a maximum of \$3,000 per eligible person**
- **vision care with a maximum of \$200 per person every twenty-four (24) consecutive months (the \$200 visioncare benefit may be applied to the cost of laser surgery), and one (1) optometry examination to a maximum of \$50 per person every twenty-four (24) consecutive months**

**provided the balance of the monthly premium is paid by the employees through payroll deduction.**

**The drug formulary shall be as defined by Manulife Financial Formulary Three and will be subject to mandatory generic drug substitution, and a dispensing fee cap of \$9 per prescription.**

**The Extended Health Care Plan also includes coverage for Chiropractic, Massage Therapy, and Physiotherapy services to an annual plan maximum of \$300 per insured person, per service, per benefit year. In addition, the combined services of a Clinical Psychologist, Speech Pathologist, Osteopath, Chiropodist, Podiatrist, or Naturopath are available to an annual maximum of \$300 per insured person, per benefit year.**

c) Dental

The Hospital agrees to contribute seventy-five (75%) of the billed premiums towards coverage of eligible employees in the active employ of the hospital under the Manulife Financial Dental Plan #9 (or its equivalent) based on the current ODA fee schedule, provided the balance of the monthly premiums are paid by the participating employees through payroll deduction. Employees will be enrolled in the existing Plan in accordance with the terms and conditions of the Plan. The Plan shall provide for recall oral examination to be covered once every 9 months with the exception of dependents under 18 years of age who will be covered once every six months.

In addition Orthodontic coverage will be included for participating employees on a 50/50 co-insurance basis, with a lifetime maximum of \$1,500 per eligible person. A person eligible for Orthodontic coverage is defined as a dependent of an insured employee who is under 18 years of age.

**The Dental Plan will also include Blue Cross Rider #2 (or equivalent) for complete and partial dentures at 50-50 co-insurance to a \$1,000 per person annual maximum, and Blue Cross Rider #4 (Crowns, bridgework and repairs to same, but excluding implants) at 50/50 co-insurance to \$1,500 per person annual maximum.**

d) Group Life Insurance

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

e) Same Sex Partner Coverage

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

f) 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.

20.02 Pension

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

20.03 Part-Time Benefits

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

20.04 Divisible Surplus

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

20.05 Not applicable to part-time employees

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

20.06 Benefits on Early Retirement

Employees who retire on or after the date of ratification of this collective agreement and have not yet reached the age of sixty-five (65) and are in receipt of the Hospital's pension plan benefits will be provided with semi-private, extended health care, and dental benefits by the Hospital on the same basis as is provided to active employees, as long as the retiree pays the Employer the full amount of the monthly premiums in advance.

20.07 Benefits on sick Leave

Not applicable to part-time employees

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

**20.08 Benefits Age 65 and Older**

**Effective date of ratification, Semi-Private Hospital Insurance and Extended Health Care benefits will be extended to active full-time employees from the age of sixty-five (65), and up to the employee's seventieth (70<sup>th</sup>) birthday, on the same cost share basis as those employees under the age of sixty-five (65).**

#### **ARTICLE 21 - MODIFIED WORK**

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

#### **ARTICLE 22 - CONTRACTING OUT**

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

#### **ARTICLE 23 - WORK OF THE BARGAINING UNIT**

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

#### **ARTICLE 24 - CONTINUING EDUCATION**

The Hospital and the Union recognize that continuing education is important for all employees and that they have shared interests and responsibilities in ensuring equitable access to it. Therefore:

- a) The Local Parties will endeavor to maximize internal opportunities for training and development which may include but are not limited to: lunch hour programs, guest lecturers, trained employees training other employees, teleconferences, and access to in-house programs/seminars.
- b) Continuing education opportunities will be communicated within the department(s). Where access to an opportunity is limited, the Hospital will identify pertinent selection criteria, terms of payment, etc. Decisions about continuing education opportunities will be made at the departmental/program/service level within the context of employee, Hospital, and department/program/service needs.
- c) Where the employee requests it, the Hospital and the employee will jointly create an Annual Development Plan outlining continuing education goals and objectives.

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

#### **ARTICLE 25 – COMPENSATION**

- 25.01 When a new classification in the bargaining unit is established by the Hospital, or the Hospital makes a substantial change in the job content of an existing classification, the Hospital shall advise the Union of such new or substantially changed classification and the rate of pay which is established. If so requested within thirty (30) calendar days of such advice, the Hospital agrees to meet with the Union to permit the Union to make representations with respect to the appropriate rate of pay, providing any such meetings shall not delay the implementation of the new or substantially changed classification.

Where the Union challenges the rate established by the Hospital and the matter is not resolved following the meeting with the Union, the matter may be referred to arbitration in accordance with the arbitration provisions contained in this collective agreement, it being understood that any arbitration board shall be limited to establishing an appropriate rate based on the relationship existing among other classifications within the Hospital and the duties and responsibilities involved. It is further understood and agreed that when determining the appropriate rate, primacy must be given to the relationship between job classifications covered by this collective agreement and that such relativity must be maintained. Each change in the rate established by the Hospital either through meetings with the Union or by a Board of Arbitration shall be retroactive from the time at which the new or substantially changed classification was first filled.

- 25.02 Claim for recent related experience, if any, shall be made in writing by the employee at the time of hiring on the application for employment form or otherwise. The employee shall cooperate with the Hospital by providing verification of previous experience. The Hospital will credit the employee with one increment on the salary scale for every year of recent, related full-time experience, as determined by the Hospital. Thereafter a full-time employee will move to the next step on the pay grid yearly on her anniversary date.

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

- 25.03 Applicable to part-time employees only

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

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

#### **ARTICLE 26 – MULTI-SITE ISSUES**

- 26.01 Employees shall have one home site, which shall be the site at which he/she normally works the majority of his/her scheduled hours.
- 26.02 In the event the Hospital requests an employee to provide services at a campus or work location other than their home site, the following will apply:
- a) The Hospital will endeavor to provide advance notice of a change in work location;

- b) The employee shall be entitled to start and end his/her work day at the site at his/her home site at his/her normal working time unless notified of the change in work location no later than the previous day. This shall not apply for unscheduled shifts;
- c) If the employee is required to work at more than one campus or work location in one day and if the employee uses his/her own vehicle for travel between campuses and/or work location(s), he/she shall receive travel time and mileage between the campuses/work locations at the rate provided by Hospital policy;
- d) Any additional parking costs incurred as a result of an employee traveling between campuses and/or other work location(s) to perform work for the Hospital shall be paid by the Hospital in accordance with Hospital policy.
- e) The Hospital will endeavor to provide employees with 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.

#### **ARTICLE 27 - MISCELLANEOUS**

- 27.01 Bulletin Boards for posting of Union notices, minutes and publications shall be provided at each site in location(s) to be determined at the Labour-Management Committee.
- 27.02 The Hospital shall provide an adequate supply of laboratory coats for employees who are required to wear them. At the expense of the hospital, laboratory coats shall be laundered and replaced when, as a result of reasonable wear and tear, their condition warrants replacement. Furthermore, when the Hospital requires employees to wear special protective clothing and/or equipment the Hospital shall provide such clothing and equipment for employees to use.
- 27.03 The parties will share equally in the cost of printing the Collective Agreement.

## **ARTICLE 28 – MODEL SCHEDULING AGREEMENTS AND PRE PAID LEAVE**

### **28.01 EXTENDED TOURS**

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

#### MODEL AGREEMENT WITH RESPECT TO EXTENDED TOUR ARRANGEMENTS

##### MEMORANDUM OF AGREEMENT

Between

St Joseph's Healthcare Hamilton (the Hospital)

And

The Ontario Public Service Employees Union,

(and its Local 206)

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/program and employees covered.)

#### Article 2 – Hours of Work

- 2.01 The normal or standard extended work day shall be \_\_\_\_ hours per day.
- 2.02 (Detailed description with an attached schedule where appropriate.)
- 2.03 Failure to provide ( ) hours between the commencement of an employee's scheduled shift and the commencement of such employee's next scheduled shift shall result in payment of one and one-half (1 1/2) times the employee's regular straight time hourly rate for only those hours which reduce the ( ) hour period. Where the ( ) hour period is reduced as a result of an approved change of shift(s) requested by the employee(s), such premium payment shall not apply.

#### Article 3 - Overtime

- 3.01 Overtime shall be defined as being all hours worked in excess of the normal or standard extended work day, as set out in Article 2.1 of the Model Agreement or in excess of the normal or standard work week as set out in Article 16.01 of the collective agreement.
- 3.02 For purposes of overtime the hours of work per week shall be averaged over \_\_\_ weeks.

#### Article 4 – Rest Periods

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



Article 5 – Meal Periods

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

Article 6 – Sick Leave and Long-Term Disability

(Applicable to Full-Time Employees Only)

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

Article 7 – Paid Holidays (Applicable to Full-Times Employees)

7.01 Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times the number of hours for a normal or standard work day as set out in Article 16.01(a).

7.02 An employee required to work on any of the designated holidays listed in the collective agreement shall be paid at the rate of time and one-half (1 1/2) his regular straight time rate of pay for all hours worked on such holiday, subject to Article 18.03. In addition, he will receive a lieu day off with pay in the amount of his regular straight time hourly rate of pay times seven and one-half (7 1/2) hours.

Article 8 – Vacation

8.01 (Applicable to full-time only)

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

8.02 (Applicable to part-time only)

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

Article 9 - Term

This Agreement shall be (Specify Term).

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

Dated this     day of                     , 200\_\_ .

For the Union

For the Hospital

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**28.02 INNOVATIVE/FLEXIBLE SCHEDULING**

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

MODEL AGREEMENT WITH RESPECT TO INNOVATIVE  
SCHEDULING/FLEXIBLE SCHEDULING

MEMORANDUM OF AGREEMENT

Between

St Joseph's Healthcare Hamilton (the Hospital)

And

The Ontario Public Service Employees Union,

(and its Local 206

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/program and employees covered.)

Article 2 – Hours of Work

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

Article 3 - Agreed Variation From the Collective Agreement

(Collective Agreement provisions to be varied.)

Article 4 - Rest Periods

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

Article 5 - Meal Periods

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

Term

This Agreement shall be (Specify Term).

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

Dated this     day of             , 20\_\_.

For the Union

For the Hospital

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**28.03 JOB SHARE AGREEMENT**

## JOB SHARE AGREEMENT

BETWEEN

ST. JOSEPH'S HEALTHCARE, HAMILTON  
 (hereinafter "the Hospital")

AND

THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION AND ITS LOCAL 206  
 (hereinafter "the Union")

**Article 1 – JOB SHARE ARRANGEMENTS**

- 1.01 Job Sharing is defined as an arrangement whereby two (2) full-time employees share the hours of work of one (1) full-time position. The full-time position involved in the job sharing arrangement will be maintained as a full-time position in the Hospital's staffing complement. The number of job sharing positions permissible in any department shall be determined by the Hospital.
- 1.02 An employee wishing to have his/her position considered for job share must apply to his/her Manager. Written response will be given within fifteen (15) days. Permission to job share shall not be unreasonably withheld and reasons for refusal shall be discussed with the employee.
- 1.03 Job sharing partners must be in the same job classification. For purposes of patient care and continuity, at the discretion of the hospital positions may be exempt from job sharing provisions.
- 1.04 Job sharers are expected to cover each other's vacations.
- 1.05 Job sharers are expected to cover each other's absences. If one job sharer is absent and his/her job share partner is unable to cover because of unavoidable circumstances, the Manager must be notified as soon as possible.
- 1.06 Job sharers will be offered additional unscheduled shifts only if they have made their availability known. It is understood and agreed they will only make themselves available for shifts when neither job share partner is scheduled and which will not result in premium payment.

The parties recognize that there may be circumstances when Job Sharers may be needed to work when their partners are also working. The Manager must approve these arrangements.

1.07 Pregnancy/Parental Leave and other Leaves pursuant to Article 14 which exceed 30 days

In the event that either member of the job sharing arrangement takes a leave of absence exceeding thirty (30) days, the remaining partner has the option to cover all the shifts of her/his absent partner for the duration of the absence. If the employee cannot cover for her/his absent partner, the temporary job share vacancy will be offered to the regular part-time employees qualified to perform the work, beginning with the most senior.

1.08 A Job Share employee will not be considered for any temporary posting or temporary assignment.

Current job sharing arrangements will continue until either partner leaves the arrangement either through posting into a regular full-time or regular part-time position, or leaves the employ of the Hospital.

**ARTICLE 2 – HOURS OF WORK**

2.01 Total hours worked by the job share employees shall equal one full-time position and shall be in conformance with the full-time scheduling provisions.

2.02 Job sharers must rotate through all required shifts such as: days, evenings, nights and weekends as it pertains to the full-time positions.

2.03 Each job share employee shall share the full-time hours such that each job-sharer shall normally be allocated fifty percent (50%) of the full-time hours. The job sharers shall determine how the shifts will be divided prior to the schedule being posted. If the job sharers are unable to agree, the Manager or designate shall assign the shifts.

2.04 If this job share position is scheduled to work on a paid holiday, the job sharers shall identify, and confirm, which partner will work each such scheduled paid holiday prior to the posting of the schedule.

**ARTICLE 3 – STATUS OF EMPLOYEES**

3.01 Employees involved in a Job Sharing Agreement will be classified as regular part-time and will be covered by the provisions of the Collective Agreement applicable to part-time employees.

3.02 A full-time employee who transfers to a regular part-time position under the job sharing arrangement or subsequently returns to a full-time position immediately upon the discontinuance of a job sharing arrangement will, for the purposes of this arrangement, transfer service based on one (1) year of full-time service equaling 1650 hours worked.

**ARTICLE 4 – INTRODUCTION**

4.01 A full-time employee who has requested job share of his/her position may do so without having his/her half of the position posted. The other half of the job sharing position shall be posted and filled in accordance with the collective agreement.

4.02 If two (2) full-time employees request a job sharing arrangement they may do so without the job share position being posted. The remaining full-time position will be posted and filled in accordance with the collective agreement.

**ARTICLE 5 - DISCONTINUANCE**

5.01 The Union or the Hospital may discontinue this job sharing arrangement with sixty (60) days notice to the other party. Upon notice of discontinuance, a meeting shall take place within ten (10) working days to discuss the termination of this job share arrangement.

5.02 If either job sharer leaves the arrangement, that half of the job share shall be posted. If that half of the position is not filled, the position shall revert back to a full-time position. If the remaining incumbent came from a full-time position, she/he shall be offered the position. If the remaining job sharer came from a part-time position, she/he will revert to regular part-time status and the full-time position will be posted.

5.03 It is understood and agreed that neither the Union nor the Hospital will act in an arbitrary or unreasonable manner.

For the Union

For the Hospital

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OPSEU JOB SHARER

OPSEU JOB SHARER

\_\_\_\_\_

\_\_\_\_\_

Signature

Signature

Status prior to implementation of job share arrangement

Status prior to implementation of job share arrangement

Full-time \_\_\_\_\_ Part-time \_\_\_\_\_

Full-time \_\_\_\_\_ Part-time \_\_\_\_\_

Seniority Hours \_\_\_\_\_

Seniority Hours \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

## **28.04 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 Manager, with a copy to the Chief Human Resources Officer, at least six (6) months prior to the intended commencement date of the salary deferral portion of the Pre-Paid Leave Plan. Such application will outline the reason the leave is being requested.

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

### c) The total number of employees that may be accepted into the Pre-Paid Leave Plan in any one plan year from any one department/program/service shall be subject to local negotiations. Where there are more applications than spaces allotted, seniority shall govern.

### d) Nature of Final Agreement

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

- a) A statement that the employee is entering the plan in accordance with the Collective Agreement.
- b) The period of salary deferral and the period for which the leave is requested.
- c) The manner in which the deferred salary is to be held.
- d) The letter of application to enter the plan will be appended to, and form part of, the written agreement.

### e) Deferral Plan

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

### f) Deferred Earnings

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

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

## g) Health and Welfare Benefits

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

## Full-Time Employees Only

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

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

## h) Seniority and Service

## Full-Time Only

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

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

## i) Assignment on Return

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

## j) Withdrawal Rights

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

## ii) On Leaving Employment

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

## k) Replacement Employees

The Hospital will endeavour to find a temporary replacement for the employee, as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. If, after a period of postponement, a suitable temporary replacement cannot be found, the Hospital will have the option of considering a further postponement or of collapsing the plan. The employee, subject to such a postponement, will have the option of remaining in the plan and rearranging the leave at a mutually agreeable time, or of withdrawing from the plan as outlined in Article 28.02 (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 his former position, and the filling of subsequent vacancies will likewise be reversed.

Employees newly hired to fill vacancies resulting from replacing an employee on pre-paid leave will not accrue seniority during the filling of such vacancies. Furthermore, such employees need not be considered for other vacancies. If such employees do post into



permanent positions they will be credited with seniority from their last date of hire. The release or discharge of such employees will not be subject of a grievance or arbitration.

**ARTICLE 29 – DURATION AND RENEWAL**

This Agreement shall continue in effect until the 31st day of March, 2006 and shall continue automatically thereafter for annual periods of one year each unless either party notifies the other in writing that it intends to amend or terminate this Agreement.

Either party may notify the other within the ninety (90) day period preceding the expiry date of this Agreement that it desires to amend or terminate this Agreement. If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiations within thirty (30) days after the giving of notice, if so requested.

Signed at Hamilton, Ontario the \_\_\_\_ day of \_\_\_\_\_, 2006

FOR THE ONTARIO PUBLIC SERVICE  
EMPLOYEES UNION on behalf of Its LOCAL 206

FOR ST. JOSEPH'S HEALTHCARE  
HAMILTON

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**APPENDIX "A"**

(the only positions in the bargaining unit)

1. Cardiac Sonographer
2. Case Worker
3. Child Life Worker
4. Child/Youth Crisis Worker
5. Clinical Dietician
6. Community Integration Coordinator
7. Community Support Counselor
8. Community Support Worker
9. Coordinator, Research and Clinical Projects
10. Dental Assistant
11. ECG Tech (Certified/Non-Certified)
12. EEG Technician (Certified/Non-Certified)
13. Holter Scanning Technician
14. Hospital Educators (Non-RN)
15. Infection Control Practitioner
16. Intake Worker
17. Library Media Technician
18. Library Technician
19. Medical Laboratory Technologist
20. Mental Health Support Worker
21. Mental Health Worker
22. Motility Technician
23. Music Therapist
24. Non-Registered Tech 1
25. Non-Registered Tech 3
26. Non-Registered Tech 4
27. Nuclear Medicine Technologist/RSO
28. Occupational Therapist
29. Occupational Therapy Assistant
30. Pharmacist
31. Pharmacy Technician
32. Psychiatric Clinician
33. Psychologist
34. Psychometrist
35. Recreation Co-op Student
36. Recreation Therapist
37. Reg. Technologist X-Ray/Nuclear Medicine
38. Registered Social Worker - RSW (BSW/MSW)
39. Rehabilitation Therapist
40. Senior Cardiac Sonographer
41. Senior Child Life Worker
42. Senior EDS Technologist
43. Senior Mental Health Worker
44. Senior Occupational Therapist
45. Senior Pharmacy Technician
46. Senior Recreation Therapist
47. Senior Technologist (Med Lab/X-Ray/Nuclear Med)
48. Senior Technologist (MRI/Ultrasound/CT)
49. Vocational Counselor
50. Vocational Instructor
51. Workshop Coordinator
52. X-Ray Clinical Instructor
53. Reg. Technologist MRI/Ultrasound/CT

## APPENDIX "B" – Wage Rates

Effective April 1, 2005

Registered Technologists and Above

| Registered Technologists* |          |          |          |          |
|---------------------------|----------|----------|----------|----------|
| STEP                      | 1-Apr-05 | 1-Apr-06 | 1-Apr-07 | 1-Apr-08 |
| Start                     | \$ 24.70 | \$ 25.44 | \$ 26.20 | \$ 27.05 |
| 1                         | \$ 25.67 | \$ 26.44 | \$ 27.23 | \$ 28.11 |
| 2                         | \$ 26.74 | \$ 27.54 | \$ 28.37 | \$ 29.29 |
| 3                         | \$ 27.80 | \$ 28.63 | \$ 29.49 | \$ 30.45 |
| 4                         | \$ 28.86 | \$ 29.73 | \$ 30.62 | \$ 31.62 |
| 5                         | \$ 29.93 | \$ 30.83 | \$ 31.75 | \$ 32.78 |
| 6                         | \$ 30.99 | \$ 31.92 | \$ 32.88 | \$ 33.95 |
| 7                         | \$ 32.04 | \$ 33.00 | \$ 33.99 | \$ 35.09 |
| 8                         | \$ 33.12 | \$ 34.11 | \$ 35.13 | \$ 36.27 |

| Registered MRI and Ultrasound Technologists |          |          |          |          |
|---|----------|----------|----------|----------|
| STEP  | 1-Apr-05 | 1-Apr-06 | 1-Apr-07 | 1-Apr-08 |
| Start                                       | \$ 24.70 | \$ 25.44 | \$ 26.20 | \$ 27.05 |
| 1   | \$ 25.67 | \$ 26.44 | \$ 27.23 | \$ 28.11 |
| 2   | \$ 26.74 | \$ 27.54 | \$ 28.37 | \$ 29.29 |
| 3   | \$ 27.80 | \$ 28.63 | \$ 29.49 | \$ 30.45 |
| 4   | \$ 28.86 | \$ 29.73 | \$ 30.62 | \$ 31.62 |
| 5   | \$ 29.93 | \$ 30.83 | \$ 31.75 | \$ 32.78 |
| 6   | \$ 30.99 | \$ 31.92 | \$ 32.88 | \$ 33.95 |
| 7   | \$ 32.04 | \$ 33.00 | \$ 33.99 | \$ 35.09 |
| 8   | \$ 34.11 | \$ 35.13 | \$ 36.18 | \$ 37.36 |

\*Includes Technologists in the Laboratories, X-Ray, and Nuclear Medicine

| Senior Technologists |          |          |          |          |
|----------------------|----------|----------|----------|----------|
| STEP                 | 1-Apr-05 | 1-Apr-06 | 1-Apr-07 | 1-Apr-08 |
| Start                | \$ 28.33 | \$ 29.18 | \$ 30.06 | \$ 31.04 |
| 1                    | \$ 29.46 | \$ 30.34 | \$ 31.25 | \$ 32.27 |
| 2                    | \$ 30.60 | \$ 31.52 | \$ 32.47 | \$ 33.53 |
| 3                    | \$ 31.71 | \$ 32.66 | \$ 33.64 | \$ 34.73 |
| 4                    | \$ 32.86 | \$ 33.85 | \$ 34.87 | \$ 36.00 |
| 5                    | \$ 33.96 | \$ 34.98 | \$ 36.03 | \$ 37.20 |
| 6                    | \$ 35.10 | \$ 36.16 | \$ 37.24 | \$ 38.45 |

| Senior MRI and Ultrasound Technologists |          |          |          |          |
|---|----------|----------|----------|----------|
| STEP                                    | 1-Apr-05 | 1-Apr-06 | 1-Apr-07 | 1-Apr-08 |
| Start                                   | \$ 28.33 | \$ 29.18 | \$ 30.06 | \$ 31.04 |
| 1                                       | \$ 29.46 | \$ 30.34 | \$ 31.25 | \$ 32.27 |
| 2                                       | \$ 30.60 | \$ 31.52 | \$ 32.47 | \$ 33.53 |
| 3                                       | \$ 31.71 | \$ 32.66 | \$ 33.64 | \$ 34.73 |
| 4                                       | \$ 32.86 | \$ 33.85 | \$ 34.87 | \$ 36.00 |
| 5                                       | \$ 33.96 | \$ 34.98 | \$ 36.03 | \$ 37.20 |
| 6                                       | \$ 36.15 | \$ 37.24 | \$ 38.36 | \$ 39.61 |

| Charge Technologists |          |          |          |          |
|----------------------|----------|----------|----------|----------|
| STEP                 | 1-Apr-05 | 1-Apr-06 | 1-Apr-07 | 1-Apr-08 |
| Start                | \$ 29.94 | \$ 30.84 | \$ 31.77 | \$ 32.80 |
| 1                    | \$ 31.13 | \$ 32.06 | \$ 33.02 | \$ 34.09 |
| 2                    | \$ 32.32 | \$ 33.29 | \$ 34.29 | \$ 35.40 |
| 3                    | \$ 33.52 | \$ 34.53 | \$ 35.57 | \$ 36.73 |
| 4                    | \$ 34.72 | \$ 35.76 | \$ 36.83 | \$ 38.03 |
| 5                    | \$ 35.89 | \$ 36.97 | \$ 38.08 | \$ 39.32 |
| 6                    | \$ 37.11 | \$ 38.22 | \$ 39.37 | \$ 40.65 |

| Charge MRI and Ultrasound Technologists |          |          |          |          |
|---|----------|----------|----------|----------|
| STEP                                    | 1-Apr-05 | 1-Apr-06 | 1-Apr-07 | 1-Apr-08 |
| Start                                   | \$ 29.94 | \$ 30.84 | \$ 31.77 | \$ 32.80 |
| 1                                       | \$ 31.13 | \$ 32.06 | \$ 33.02 | \$ 34.09 |
| 2                                       | \$ 32.32 | \$ 33.29 | \$ 34.29 | \$ 35.40 |
| 3                                       | \$ 33.52 | \$ 34.53 | \$ 35.57 | \$ 36.73 |
| 4                                       | \$ 34.72 | \$ 35.76 | \$ 36.83 | \$ 38.03 |
| 5                                       | \$ 35.89 | \$ 36.97 | \$ 38.08 | \$ 39.32 |
| 6                                       | \$ 38.22 | \$ 39.37 | \$ 40.55 | \$ 41.87 |

\*The scale for the position of Coordinator, Research & Clinical Projects in Diagnostic Imaging is 9% than the scale for Registered MRI and Ultrasound Technologists.

| Dietician |          |          |          |          |
|-----------|----------|----------|----------|----------|
| STEP      | 1-Apr-05 | 1-Apr-06 | 1-Apr-07 | 1-Apr-08 |
| Start     | \$ 26.25 | \$ 27.03 | \$ 27.84 | \$ 28.74 |
| 1         | \$ 27.69 | \$ 28.52 | \$ 29.38 | \$ 30.33 |
| 2         | \$ 29.14 | \$ 30.01 | \$ 30.91 | \$ 31.91 |
| 3         | \$ 30.57 | \$ 31.49 | \$ 32.43 | \$ 33.48 |
| 4         | \$ 32.02 | \$ 32.98 | \$ 33.97 | \$ 35.07 |
| 5         | \$ 33.46 | \$ 34.46 | \$ 35.49 | \$ 36.64 |

| Occupational Therapist |          |          |          |          |
|------------------------|----------|----------|----------|----------|
| STEP                   | 1-Apr-05 | 1-Apr-06 | 1-Apr-07 | 1-Apr-08 |
| Start                  | \$ 26.05 | \$ 26.83 | \$ 27.63 | \$ 28.53 |
| 1                      | \$ 27.84 | \$ 28.68 | \$ 29.54 | \$ 30.50 |
| 2                      | \$ 29.65 | \$ 30.54 | \$ 31.46 | \$ 32.48 |
| 3                      | \$ 31.46 | \$ 32.40 | \$ 33.37 | \$ 34.45 |
| 4                      | \$ 33.25 | \$ 34.25 | \$ 35.38 | \$ 36.43 |
| 5                      | \$ 36.11 | \$ 37.19 | \$ 38.31 | \$ 39.56 |

\*Includes Music Therapist

Effective April 1, 2005

## Registered Technologists and Above

| Pharmacist |          |          |          |          |
|------------|----------|----------|----------|----------|
| STEP       | 1-Apr-05 | 1-Apr-06 | 1-Apr-07 | 1-Apr-08 |
| Start      | \$ 32.32 | \$ 33.29 | \$ 34.29 | \$ 35.40 |
| 1          | \$ 34.09 | \$ 35.12 | \$ 36.17 | \$ 37.35 |
| 2          | \$ 35.92 | \$ 36.99 | \$ 38.10 | \$ 39.34 |
| 3          | \$ 37.69 | \$ 38.82 | \$ 39.98 | \$ 41.28 |
| 4          | \$ 39.48 | \$ 40.66 | \$ 41.88 | \$ 43.24 |
| 5          | \$ 42.52 | \$ 43.80 | \$ 45.11 | \$ 46.58 |

| Psychologist |          |          |          |          |
|--------------|----------|----------|----------|----------|
| STEP         | 1-Apr-05 | 1-Apr-06 | 1-Apr-07 | 1-Apr-08 |
| Start        | \$ 41.25 | \$ 42.49 | \$ 43.76 | \$ 45.18 |
| 1            | \$ 43.51 | \$ 44.82 | \$ 46.16 | \$ 47.66 |
| 2            | \$ 45.76 | \$ 47.14 | \$ 48.55 | \$ 50.13 |
| 3            | \$ 48.04 | \$ 49.48 | \$ 50.96 | \$ 52.62 |
| 4            | \$ 50.29 | \$ 51.80 | \$ 53.35 | \$ 55.08 |
| 5            | \$ 52.57 | \$ 54.15 | \$ 55.77 | \$ 57.58 |

| Psychometrist 2 (Masters) |          |          |          |          |
|---------------------------|----------|----------|----------|----------|
| STEP                      | 1-Apr-05 | 1-Apr-06 | 1-Apr-07 | 1-Apr-08 |
| Start                     | \$ 29.95 | \$ 30.85 | \$ 31.78 | \$ 32.81 |
| 1                         | \$ 31.59 | \$ 32.54 | \$ 33.52 | \$ 34.61 |
| 2                         | \$ 33.23 | \$ 34.23 | \$ 35.26 | \$ 36.41 |
| 3                         | \$ 34.89 | \$ 35.93 | \$ 37.01 | \$ 38.21 |
| 4                         | \$ 36.51 | \$ 37.61 | \$ 38.74 | \$ 40.00 |
| 5                         | \$ 38.16 | \$ 39.30 | \$ 40.48 | \$ 41.80 |

| Registered Social Workers (RSW)* |          |          |          |          |
|----------------------------------|----------|----------|----------|----------|
| STEP                             | 1-Apr-05 | 1-Apr-06 | 1-Apr-07 | 1-Apr-08 |
| 1                                | \$ 29.84 | \$ 30.74 | \$ 31.66 | \$ 32.69 |
| 2                                | \$ 31.03 | \$ 31.96 | \$ 32.92 | \$ 33.99 |
| 3                                | \$ 32.27 | \$ 33.24 | \$ 34.24 | \$ 35.35 |
| 4                                | \$ 33.57 | \$ 34.58 | \$ 35.62 | \$ 36.78 |
| 5                                | \$ 34.92 | \$ 35.97 | \$ 37.05 | \$ 38.25 |
| 6                                | \$ 36.31 | \$ 37.40 | \$ 38.52 | \$ 39.77 |

\* includes position of Case Worker in Appendix "A"

\*\* MSW's start at Step 3

| Infection Control Practitioner |          |          |          |          |
|--------------------------------|----------|----------|----------|----------|
| STEP                           | 1-Apr-05 | 1-Apr-06 | 1-Apr-07 | 1-Apr-08 |
| Start                          | \$ 29.32 | \$ 30.20 | \$ 31.11 | \$ 32.12 |
| 1                              | \$ 30.49 | \$ 31.40 | \$ 32.34 | \$ 33.39 |
| 2                              | \$ 31.72 | \$ 32.67 | \$ 33.65 | \$ 34.74 |
| 3                              | \$ 32.98 | \$ 33.97 | \$ 34.99 | \$ 36.13 |
| 4                              | \$ 34.31 | \$ 35.34 | \$ 36.40 | \$ 37.58 |
| 5                              | \$ 35.68 | \$ 36.75 | \$ 37.85 | \$ 39.08 |
| 6                              | \$ 37.10 | \$ 38.21 | \$ 39.36 | \$ 40.64 |

| X-RAY Clinical Instructor |          |          |          |          |
|---------------------------|----------|----------|----------|----------|
| STEP                      | 1-Apr-05 | 1-Apr-06 | 1-Apr-07 | 1-Apr-08 |
| Start                     | \$ 31.58 | \$ 32.53 | \$ 33.51 | \$ 34.60 |
| 1                         | \$ 32.40 | \$ 33.37 | \$ 34.37 | \$ 35.49 |
| 2                         | \$ 33.22 | \$ 34.22 | \$ 35.25 | \$ 36.40 |
| 3                         | \$ 34.02 | \$ 35.04 | \$ 36.09 | \$ 37.26 |
| 4                         | \$ 35.07 | \$ 36.12 | \$ 37.20 | \$ 38.41 |
| 5                         | \$ 36.05 | \$ 37.13 | \$ 38.24 | \$ 39.48 |

| Hospital Educator (Non-RN) |          |          |          |          |
|----------------------------|----------|----------|----------|----------|
| STEP                       | 1-Apr-05 | 1-Apr-06 | 1-Apr-07 | 1-Apr-08 |
| Start                      | \$ 31.08 | \$ 32.01 | \$ 32.97 | \$ 34.04 |
| 1                          | \$ 31.84 | \$ 32.80 | \$ 33.78 | \$ 34.88 |
| 2                          | \$ 32.60 | \$ 33.58 | \$ 34.59 | \$ 35.71 |
| 3                          | \$ 33.36 | \$ 34.36 | \$ 35.39 | \$ 36.54 |
| 4                          | \$ 34.13 | \$ 35.15 | \$ 36.20 | \$ 37.38 |
| 5                          | \$ 35.02 | \$ 36.07 | \$ 37.15 | \$ 38.36 |

| Mental Health Worker |          |          |          |          |
|----------------------|----------|----------|----------|----------|
| STEP                 | 1-Apr-05 | 1-Apr-06 | 1-Apr-07 | 1-Apr-08 |
| Start                | \$ 25.46 | \$ 26.22 | \$ 27.01 | \$ 27.89 |
| 1                    | \$ 26.65 | \$ 27.45 | \$ 28.27 | \$ 29.19 |
| 2                    | \$ 27.93 | \$ 28.77 | \$ 29.63 | \$ 30.59 |
| 3                    | \$ 29.28 | \$ 30.16 | \$ 31.06 | \$ 32.07 |
| 4                    | \$ 30.72 | \$ 31.64 | \$ 32.59 | \$ 33.65 |
| 5                    | \$ 32.19 | \$ 33.16 | \$ 34.15 | \$ 35.26 |
| 6                    | \$ 33.87 | \$ 34.89 | \$ 35.94 | \$ 37.11 |
| 7                    | \$ 35.80 | \$ 36.87 | \$ 37.98 | \$ 39.21 |

| Senior Mental Health Worker |          |          |          |          |
|-----------------------------|----------|----------|----------|----------|
| STEP                        | 1-Apr-05 | 1-Apr-06 | 1-Apr-07 | 1-Apr-08 |
| Start                       | \$ 26.99 | \$ 27.79 | \$ 28.62 | \$ 29.55 |
| 1                           | \$ 28.25 | \$ 29.10 | \$ 29.97 | \$ 30.94 |
| 2                           | \$ 29.61 | \$ 30.50 | \$ 31.42 | \$ 32.44 |
| 3                           | \$ 31.04 | \$ 31.97 | \$ 32.93 | \$ 34.00 |
| 4                           | \$ 32.57 | \$ 33.54 | \$ 34.55 | \$ 35.67 |
| 5                           | \$ 34.11 | \$ 35.15 | \$ 36.20 | \$ 37.38 |
| 6                           | \$ 35.91 | \$ 36.98 | \$ 38.09 | \$ 39.33 |
| 7                           | \$ 37.96 | \$ 39.08 | \$ 40.25 | \$ 41.56 |

**Effective April 1, 2005****Below Registered Technologists**

| <b>Technician 1</b> |                 |                 |                 |                 |
|---------------------|-----------------|-----------------|-----------------|-----------------|
| <b>STEP</b>         | <b>1-Apr-05</b> | <b>1-Apr-06</b> | <b>1-Apr-07</b> | <b>1-Apr-08</b> |
| <i>Start</i>        | \$ 17.26        | \$ 17.78        | \$ 18.31        | \$ 18.91        |
| 1                   | \$ 17.91        | \$ 18.45        | \$ 19.00        | \$ 19.62        |
| 2                   | \$ 18.55        | \$ 19.11        | \$ 19.68        | \$ 20.32        |
| 3                   | \$ 19.21        | \$ 19.79        | \$ 20.38        | \$ 21.04        |
| 4                   | \$ 19.87        | \$ 20.47        | \$ 21.08        | \$ 21.77        |

| <b>Technician 2</b> |                 |                 |                 |                 |
|---------------------|-----------------|-----------------|-----------------|-----------------|
| <b>STEP</b>         | <b>1-Apr-05</b> | <b>1-Apr-06</b> | <b>1-Apr-07</b> | <b>1-Apr-08</b> |
| <i>Start</i>        | \$ 19.15        | \$ 19.72        | \$ 20.31        | \$ 20.97        |
| 1                   | \$ 19.87        | \$ 20.47        | \$ 21.08        | \$ 21.77        |
| 2                   | \$ 20.60        | \$ 21.22        | \$ 21.86        | \$ 22.57        |
| 3                   | \$ 21.33        | \$ 21.97        | \$ 22.63        | \$ 23.37        |
| 4                   | \$ 22.04        | \$ 22.70        | \$ 23.38        | \$ 24.14        |

| <b>Technician 3</b> |                 |                 |                 |                 |
|---------------------|-----------------|-----------------|-----------------|-----------------|
| <b>STEP</b>         | <b>1-Apr-05</b> | <b>1-Apr-06</b> | <b>1-Apr-07</b> | <b>1-Apr-08</b> |
| <i>Start</i>        | \$ 20.46        | \$ 21.07        | \$ 21.70        | \$ 22.41        |
| 1                   | \$ 21.24        | \$ 21.88        | \$ 22.54        | \$ 23.27        |
| 2                   | \$ 22.01        | \$ 22.67        | \$ 23.35        | \$ 24.11        |
| 3                   | \$ 22.79        | \$ 23.48        | \$ 24.18        | \$ 24.97        |
| 4                   | \$ 23.58        | \$ 24.28        | \$ 25.01        | \$ 25.82        |

| <b>Technician 4</b> |                 |                 |                 |                 |
|---------------------|-----------------|-----------------|-----------------|-----------------|
| <b>STEP</b>         | <b>1-Apr-05</b> | <b>1-Apr-06</b> | <b>1-Apr-07</b> | <b>1-Apr-08</b> |
| <i>Start</i>        | \$ 22.75        | \$ 23.43        | \$ 24.13        | \$ 24.91        |
| 1                   | \$ 23.62        | \$ 24.33        | \$ 25.06        | \$ 25.87        |
| 2                   | \$ 24.47        | \$ 25.20        | \$ 25.96        | \$ 26.80        |
| 3                   | \$ 25.36        | \$ 26.12        | \$ 26.90        | \$ 27.77        |
| 4                   | \$ 26.21        | \$ 27.00        | \$ 27.81        | \$ 28.71        |

| <b>Technician 5</b> |                 |                 |                 |                 |
|---------------------|-----------------|-----------------|-----------------|-----------------|
| <b>STEP</b>         | <b>1-Apr-05</b> | <b>1-Apr-06</b> | <b>1-Apr-07</b> | <b>1-Apr-08</b> |
| <i>Start</i>        | \$ 24.09        | \$ 24.81        | \$ 25.55        | \$ 26.38        |
| 1                   | \$ 25.01        | \$ 25.76        | \$ 26.53        | \$ 27.39        |
| 2                   | \$ 25.93        | \$ 26.71        | \$ 27.51        | \$ 28.40        |
| 3                   | \$ 26.84        | \$ 27.65        | \$ 28.48        | \$ 29.41        |
| 4                   | \$ 27.74        | \$ 28.57        | \$ 29.43        | \$ 30.39        |

**\*NOTE**

*Technician 1 includes:*   **Lab Aide**

*Technician 2 includes:*   **Phlebotomist, Non-Certified ECG Technician, Library Media Technician**

*Technician 3 includes:*   **Non-Certified EEG/EMG/ENG/ECHO Technician, Certified ECG Technician, Pharmacy Technician, Medical Laboratory Assistant**

*Technician 4 includes:*   **Non-Registered Technologist, Dental Technician/Assistant, Library Technician**

*Technician 5 includes:*   **Certified EEG/EMG/ENG Technicians**

*The scale for Senior positions is 6% higher than the classification to which it applies.*

*The Senior EDS Technician is 6% higher than Technician 5.*

*The Pharmacy Drug Utilization Technician at the Charlton site is 6% higher than the Pharmacy Technician.*

**Effective April 1, 2005****Below Registered Technologists**

| <b>Motility Technician</b> |                 |                 |                 |                 |
|----------------------------|-----------------|-----------------|-----------------|-----------------|
| <b>STEP</b>                | <b>1-Apr-05</b> | <b>1-Apr-06</b> | <b>1-Apr-07</b> | <b>1-Apr-08</b> |
| Start                      | \$ 23.68        | \$ 24.39        | \$ 25.12        | \$ 25.94        |
| 1                          | \$ 24.63        | \$ 25.37        | \$ 26.13        | \$ 26.98        |
| 2                          | \$ 25.62        | \$ 26.39        | \$ 27.18        | \$ 28.06        |
| 3                          | \$ 26.64        | \$ 27.44        | \$ 28.26        | \$ 29.18        |
| 4                          | \$ 27.71        | \$ 28.54        | \$ 29.40        | \$ 30.36        |
| 5                          | \$ 28.83        | \$ 29.69        | \$ 30.58        | \$ 31.57        |
| 6                          | \$ 29.97        | \$ 30.87        | \$ 31.80        | \$ 32.83        |

| <b>Workshop Coordinator</b> |                 |                 |                 |                 |
|-----------------------------|-----------------|-----------------|-----------------|-----------------|
| <b>STEP</b>                 | <b>1-Apr-05</b> | <b>1-Apr-06</b> | <b>1-Apr-07</b> | <b>1-Apr-08</b> |
| Start                       | \$ 23.09        | \$ 23.78        | \$ 24.49        | \$ 25.29        |
| 1                           | \$ 23.67        | \$ 24.38        | \$ 25.11        | \$ 25.93        |
| 2                           | \$ 24.32        | \$ 25.05        | \$ 25.80        | \$ 26.64        |
| 3                           | \$ 24.96        | \$ 25.71        | \$ 26.48        | \$ 27.34        |
| 4                           | \$ 25.63        | \$ 26.40        | \$ 27.19        | \$ 28.07        |

| <b>Holter Scanning Technician</b> |                 |                 |                 |                 |
|-----------------------------------|-----------------|-----------------|-----------------|-----------------|
| <b>STEP</b>                       | <b>1-Apr-05</b> | <b>1-Apr-06</b> | <b>1-Apr-07</b> | <b>1-Apr-08</b> |
| Start                             | \$ 22.87        | \$ 23.56        | \$ 24.27        | \$ 25.06        |
| 1                                 | \$ 23.63        | \$ 24.34        | \$ 25.07        | \$ 25.88        |
| 2                                 | \$ 24.13        | \$ 24.85        | \$ 25.60        | \$ 26.43        |
| 3                                 | \$ 24.90        | \$ 25.65        | \$ 26.42        | \$ 27.28        |
| 4                                 | \$ 25.41        | \$ 26.17        | \$ 26.96        | \$ 27.64        |

| <b>Recreation Therapist,<br/>Vocational Counselor</b> |                 |                 |                 |                 |
|---|-----------------|-----------------|-----------------|-----------------|
| <b>STEP</b>   | <b>1-Apr-05</b> | <b>1-Apr-06</b> | <b>1-Apr-07</b> | <b>1-Apr-08</b> |
| Start   | \$ 22.81        | \$ 23.49        | \$ 24.19        | \$ 24.98        |
| 1   | \$ 23.72        | \$ 24.43        | \$ 25.16        | \$ 25.98        |
| 2   | \$ 24.67        | \$ 25.41        | \$ 26.17        | \$ 27.02        |
| 3   | \$ 25.66        | \$ 26.43        | \$ 27.22        | \$ 28.10        |
| 4   | \$ 27.74        | \$ 28.57        | \$ 29.43        | \$ 30.39        |

| <b>Psychiatric Clinician</b> |                 |                 |                 |                 |
|------------------------------|-----------------|-----------------|-----------------|-----------------|
| <b>STEP</b>                  | <b>1-Apr-05</b> | <b>1-Apr-06</b> | <b>1-Apr-07</b> | <b>1-Apr-08</b> |
| Start                        | \$ 23.07        | \$ 23.76        | \$ 24.47        | \$ 25.27        |
| 1                            | \$ 23.68        | \$ 24.39        | \$ 25.12        | \$ 25.94        |
| 2                            | \$ 24.87        | \$ 25.62        | \$ 26.39        | \$ 27.25        |
| 3                            | \$ 25.78        | \$ 26.55        | \$ 27.35        | \$ 28.24        |
| 4                            | \$ 26.67        | \$ 27.47        | \$ 28.29        | \$ 29.21        |
| 5                            | \$ 27.57        | \$ 28.40        | \$ 29.25        | \$ 30.20        |
| 6                            | \$ 28.77        | \$ 29.63        | \$ 30.52        | \$ 31.51        |
| 7                            | \$ 29.67        | \$ 30.56        | \$ 31.48        | \$ 32.50        |
| 8                            | \$ 29.97        | \$ 30.87        | \$ 31.80        | \$ 32.83        |

| <b>Rehabilitation Therapist</b> |                 |                 |                 |                 |
|---------------------------------|-----------------|-----------------|-----------------|-----------------|
| <b>STEP</b>                     | <b>1-Apr-05</b> | <b>1-Apr-06</b> | <b>1-Apr-07</b> | <b>1-Apr-08</b> |
| Start                           | \$ 22.18        | \$ 22.85        | \$ 23.54        | \$ 24.31        |
| 1                               | \$ 22.63        | \$ 23.31        | \$ 24.01        | \$ 24.79        |
| 2                               | \$ 23.06        | \$ 23.75        | \$ 24.46        | \$ 25.25        |
| 3                               | \$ 23.57        | \$ 24.28        | \$ 25.01        | \$ 25.82        |

| <b>Psychometrist 1 (Bachelors)</b> |                 |                 |                 |                 |
|------------------------------------|-----------------|-----------------|-----------------|-----------------|
| <b>STEP</b>                        | <b>1-Apr-05</b> | <b>1-Apr-06</b> | <b>1-Apr-07</b> | <b>1-Apr-08</b> |
| Start                              | \$ 24.87        | \$ 25.62        | \$ 26.39        | \$ 27.25        |
| 1                                  | \$ 25.55        | \$ 26.32        | \$ 27.11        | \$ 27.99        |
| 2                                  | \$ 26.27        | \$ 27.06        | \$ 27.87        | \$ 28.78        |
| 3                                  | \$ 26.99        | \$ 27.80        | \$ 28.63        | \$ 29.56        |
| 4                                  | \$ 27.73        | \$ 28.56        | \$ 29.42        | \$ 30.38        |
| 5                                  | \$ 28.50        | \$ 29.36        | \$ 30.24        | \$ 31.22        |
| 6                                  | \$ 29.27        | \$ 30.15        | \$ 31.05        | \$ 32.06        |

| <b>Occupational Therapy Assistant /<br/>Vocational Instructor</b> |                 |                 |                 |                 |
|---|-----------------|-----------------|-----------------|-----------------|
| <b>STEP</b>   | <b>1-Apr-05</b> | <b>1-Apr-06</b> | <b>1-Apr-07</b> | <b>1-Apr-08</b> |
| Start   | \$ 21.26        | \$ 21.90        | \$ 22.56        | \$ 23.29        |
| 1   | \$ 21.75        | \$ 22.40        | \$ 23.07        | \$ 23.82        |
| 2   | \$ 22.17        | \$ 22.84        | \$ 23.53        | \$ 24.29        |

| <b>Child Life Worker</b> |                 |                 |                 |                 |
|--------------------------|-----------------|-----------------|-----------------|-----------------|
| <b>STEP</b>              | <b>1-Apr-05</b> | <b>1-Apr-06</b> | <b>1-Apr-07</b> | <b>1-Apr-08</b> |
| Start                    | \$ 19.88        | \$ 20.48        | \$ 21.09        | \$ 21.78        |
| 1                        | \$ 20.05        | \$ 20.65        | \$ 21.27        | \$ 21.96        |
| 2                        | \$ 20.23        | \$ 20.84        | \$ 21.47        | \$ 22.17        |

| <b>Senior Child Life Worker,<br/>Community Support Worker</b> |                 |                 |                 |                 |
|---|-----------------|-----------------|-----------------|-----------------|
| <b>STEP</b>   | <b>1-Apr-05</b> | <b>1-Apr-06</b> | <b>1-Apr-07</b> | <b>1-Apr-08</b> |
| Start   | \$ 24.90        | \$ 25.65        | \$ 26.42        | \$ 27.28        |
| 1   | \$ 25.50        | \$ 26.27        | \$ 27.06        | \$ 27.94        |
| 2   | \$ 26.11        | \$ 26.89        | \$ 27.70        | \$ 28.60        |
| 3   | \$ 26.75        | \$ 27.55        | \$ 28.38        | \$ 29.30        |
| 4   | \$ 27.37        | \$ 28.19        | \$ 29.04        | \$ 29.98        |
| 5   | \$ 27.99        | \$ 28.83        | \$ 29.69        | \$ 30.65        |
| 6   | \$ 28.63        | \$ 29.49        | \$ 30.37        | \$ 31.36        |
| 7   | \$ 29.30        | \$ 30.18        | \$ 31.09        | \$ 32.10        |

**Effective April 1, 2005****Below Registered Technologists**

| <b>Community Support Counselor /<br/>Child Youth Crisis Worker</b> |                 |                 |                 |                 |
|--|-----------------|-----------------|-----------------|-----------------|
| <b>STEP</b>  | <b>1-Apr-05</b> | <b>1-Apr-06</b> | <b>1-Apr-07</b> | <b>1-Apr-08</b> |
| <i>Start</i>   | <b>\$ 21.38</b> | <b>\$ 22.02</b> | <b>\$ 22.68</b> | <b>\$ 23.42</b> |
| <i>1</i>   | <b>\$ 22.19</b> | <b>\$ 22.86</b> | <b>\$ 23.55</b> | <b>\$ 24.32</b> |
| <i>2</i>   | <b>\$ 22.98</b> | <b>\$ 23.67</b> | <b>\$ 24.38</b> | <b>\$ 25.17</b> |
| <i>3</i>   | <b>\$ 23.77</b> | <b>\$ 24.48</b> | <b>\$ 25.21</b> | <b>\$ 26.03</b> |
| <i>4</i>   | <b>\$ 24.57</b> | <b>\$ 25.31</b> | <b>\$ 26.07</b> | <b>\$ 26.92</b> |

| <b>Intake Worker</b> |                 |                 |                 |                 |
|----------------------|-----------------|-----------------|-----------------|-----------------|
| <b>STEP</b>          | <b>1-Apr-05</b> | <b>1-Apr-06</b> | <b>1-Apr-07</b> | <b>1-Apr-08</b> |
| <i>Start</i>         | <b>\$ 21.17</b> | <b>\$ 21.81</b> | <b>\$ 22.46</b> | <b>\$ 23.19</b> |
| <i>1</i>             | <b>\$ 21.60</b> | <b>\$ 22.25</b> | <b>\$ 22.92</b> | <b>\$ 23.66</b> |
| <i>2</i>             | <b>\$ 22.05</b> | <b>\$ 22.71</b> | <b>\$ 23.39</b> | <b>\$ 24.15</b> |
| <i>3</i>             | <b>\$ 22.52</b> | <b>\$ 23.20</b> | <b>\$ 23.90</b> | <b>\$ 24.68</b> |

| <b>Recreation Co-op Student</b> |                 |                 |                 |                 |
|---------------------------------|-----------------|-----------------|-----------------|-----------------|
| <b>STEP</b>                     | <b>1-Apr-05</b> | <b>1-Apr-06</b> | <b>1-Apr-07</b> | <b>1-Apr-08</b> |
| <i>Term 1</i>                   | <b>\$ 13.14</b> | <b>\$ 13.53</b> | <b>\$ 13.94</b> | <b>\$ 14.39</b> |
| <i>Term 2</i>                   | <b>\$ 14.02</b> | <b>\$ 14.44</b> | <b>\$ 14.87</b> | <b>\$ 15.35</b> |
| <i>Term 3</i>                   | <b>\$ 14.89</b> | <b>\$ 15.34</b> | <b>\$ 15.80</b> | <b>\$ 16.31</b> |
| <i>Term 4</i>                   | <b>\$ 15.77</b> | <b>\$ 16.24</b> | <b>\$ 16.73</b> | <b>\$ 17.27</b> |
| <i>Term 5</i>                   | <b>\$ 16.64</b> | <b>\$ 17.14</b> | <b>\$ 17.65</b> | <b>\$ 18.22</b> |
| <i>Term 6</i>                   | <b>\$ 17.52</b> | <b>\$ 18.05</b> | <b>\$ 18.59</b> | <b>\$ 19.19</b> |

**Memorandum of Agreement**  
**Between**  
**St. Joseph's Healthcare Hamilton**  
**And**  
**Ontario Public Service Employee's Union**  
**and it's Local 206**

The parties agree the Supplemental Vacation as provided in Article 19.01(c) of the collective agreement will be implemented in accordance with the following terms:

For employees who have not attained 30 years of continuous service as of the date of ratification of the collective agreement, the additional five (5) days' vacation is to be banked on the employee's 30<sup>th</sup> anniversary date and taken prior to their 35 year anniversary date. Every employee who has attained their 30<sup>th</sup> or 35<sup>th</sup> anniversary date as of the date of ratification shall be entitled to have the full five (5) days vacation banked effective that date.

To clarify, employees who have attained their 31<sup>st</sup>, 32<sup>nd</sup>, 33<sup>rd</sup>, or 34<sup>th</sup> anniversary dates are also entitled to the full five (5) days vacation, which must be used prior to their 35<sup>th</sup> anniversary date. Employees who have attained their 36<sup>th</sup>, 37<sup>th</sup> etc. anniversary date are also entitled to the full five (5) days vacation. No employee will receive ten days vacation due to the implementation of this language.

Signed this 28th day of September, 2005

For The Union

For the Hospital

Paul Hureau \_\_\_\_\_

K.J. Dew \_\_\_\_\_

E. MacLean \_\_\_\_\_



# MEMORANDUM OF AGREEMENT

BETWEEN

**ST. JOSEPH'S HEALTHCARE, HAMILTON**  
(hereinafter "the Hospital")

AND

**THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION AND ITS LOCAL 206**  
(hereinafter "the Union")

The Hospital agrees to continue the payment for "Additional Qualifications" as outlined below:

**LABORATORY ONLY**

Note #1: Bonus applicable for additional qualifications where such qualifications are used in the employ –

Advanced Registered Technologist (A.R.T.)                      \$50.00

**Fellow Canadian Society**

Laboratory Technologist (F.C.S.L.T.)                              \$75.00

Masters Degree (M.Sc.)    \$100.00

Note #2: The advancement of an employee's rate for the appropriate classification at an earlier date than anticipated by the Appendix or the engaging of an employee at a rate above the minimum of the classification shall be at the sole discretion of the Hospital.

**DIAGNOSTIC IMAGING ONLY**

Note #1: Bonus applicable for additional qualifications where such qualifications are used in the employ –

Advanced Certified Technologist (A.C.T.)                              \$50.00

**Licentiate Ontario Society**

Radiological Technologists (L.O.S.R.T.)                              \$75.00

Note #2: The advancement of an employee's rate for the appropriate classification at an earlier date than anticipated by the Appendix or the engaging of an employing at a rate above the minimum of the classification shall be at the sole discretion of the Hospital.

Date at Hamilton, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

**For the Union**

**For the Hospital**

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

**LETTER OF UNDERSTANDING****Between****St. Joseph's Healthcare Hamilton****And****Ontario Public Service Employee's Union  
and it's Local 206**

For the purpose of determining vacation entitlements in Article 19.01, during the vacation year in which an employee completes 3, 13, or 22 years of service they will become eligible for an additional week of vacation on their anniversary date. Such employees will be entitled to the additional week of vacation in the vacation year in which they reach the applicable milestone.

Signed this 28th day of September, 2005

For The Union

For the Hospital

Paul Hureau \_\_\_\_\_

K.J. Dew \_\_\_\_\_

E. MacLean \_\_\_\_\_

# LETTER OF UNDERSTANDING

Between

**St. Joseph's Healthcare Hamilton**

And

**Ontario Public Service Employee's Union  
and it's Local 206**

The parties agree to develop and establish a local consultation process to deal with future emergency situations of an unexpected nature that challenges the Hospital's ability to deliver safe health care and requires a temporary change to the Hospital's normal operating procedures. Such consultation shall include, but is not limited to, issues of redeployment and reassignment of staff (including voluntary reassignment of staff), planning of additional sessions of consultation, personal protective equipment, and the temporary waiver of terms of conditions of the collective agreement, as agreed to by the parties.

There shall be no loss of earnings, service or benefits for committee members attending the committee meetings.

Signed this 16<sup>th</sup> day of August, 2005

For The Union

E. MacLean

Paul Hureau

For the Hospital

K.J. Dew

# LETTER OF UNDERSTANDING

Between

**St. Joseph's Healthcare Hamilton**

And

**Ontario Public Service Employee's Union  
and it's Local 206**

This is to confirm that when a casual part-time employee is required to replace a regular part-time or regular full-time employee on a scheduled basis for one week or more, Articles 17.08 and 17.09 will be applied to such casual employee in the same manner as it applies to a regular part-time employee.

Signed this 28th day of September, 2005

For The Union

For the Hospital

Paul Hureau \_\_\_\_\_

K.J. Dew \_\_\_\_\_

E. MacLean \_\_\_\_\_

**LETTER OF UNDERSTANDING****Between****St. Joseph's Healthcare Hamilton****And****Ontario Public Service Employee's Union  
and it's Local 206**

For those employees who transfer from part-time status to regular full-time status, there will be no waiting period for benefits, except as required by the applicable plan, provided the part-time employee has been actively at work for more than 487.5 hours. Where the employee has not been actively at work for more than 487.5 hours, she or he will be given credit for the hours worked from the most recent date of hire as a regular or casual part-time employee.

Signed this 28th day of September, 2005

For The Union

For the Hospital

Paul Hureau \_\_\_\_\_

K.J. Dew \_\_\_\_\_

E. MacLean \_\_\_\_\_

## LETTER OF UNDERSTANDING

**St. Joseph's Healthcare Hamilton  
(herein referred to as the "Hospital")**

and

**Ontario Public Service Employees Union, Local 206  
(herein referred to as the "Union")**

The Hospital agrees the President of OPSEU Local 206 shall be provided with up to four days (30 hours) of pay each calendar month as compensation for time spent by the President on Union business involving the Hospital.

The four paid days will be granted on days the President is scheduled to work the day shift. The Union President must provide his Manager with a minimum of two weeks notice, in writing, of the dates being requested each month. The Hospital agrees that approval of such requests will not be unreasonably denied, but will be subject to ensuring patient care needs are met.

In addition, ninety (90) additional hours leave of absence with pay annually will be available to the President between April 1<sup>st</sup> and March 31<sup>st</sup> to deal with issues that pertain to the Hospital.

The Hospital agrees that should it be necessary for the Union President be absent from work due to illness or injury for an entire month it will provide the four days to the Acting President as designated by the President on the same conditions as outlined above.

Should Local 206 elect a different President, management agrees to meet with the Union to determine the arrangement with respect to paid and unpaid time off for the President.

Any requests for unpaid Union Leave for the President will be granted in accordance with Article 14.02 of the Collective Agreement.

Dated at Hamilton, Ontario this \_\_\_ of \_\_\_\_\_, 2006.

**FOR THE UNION**

**FOR THE HOSPITAL**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**OPSEU WORKLOAD REVIEW FORM**  
(Employees to complete Section 1)

**SECTION 1**

Date of Occurrence \_\_\_\_\_

Time of Occurrence \_\_\_\_\_

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

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

Department/Program/Service \_\_\_\_\_

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

Number of Staff on Duty in Dept/Program/Service \_\_\_\_\_

Usual Number of Staff on Duty in Dept/Program/Service \_\_\_\_\_

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 recommend

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name/Title of Immediate Supervisor Notified

\_\_\_\_\_

Date/Time of Notification

Employee(s) to print name and sign below

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*

**SECTION 2**

Response from Immediate Supervisor

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Date

\_\_\_\_\_ Signature

**Letter of Understanding - OPSEU Joint Trusteed Benefit Fund**

During the most recent round of central collective bargaining between OPSEU and the Participating Hospitals the parties agreed they would recommend to hospitals that when they tender their group benefit plans, they invite the OPSEU Joint Trusteed Benefit Fund to make a proposal on their health and welfare benefit plans.

The parties agree that the OPSEU Joint Trusteed Benefit Fund may represent a cost effective source for some Hospitals and their employees in the provision of group insurance benefits as set out in the collective agreement. In addition, the Trust Fund can provide group insurance benefits for non-OPSEU groups in your hospital tailored to your own specifications.

The Trust Fund operates as a large buying group governed by a joint board of Employer and Union Trustees. The governance structure of the Trust Fund is similar to that of the Hospitals of Ontario Pension Plan.

You are encouraged to contact:

**Mr. Bill Mathison**  
**Executive Director**  
**OPSEU Joint Trusteed Benefit Fund**  
**156 Duncan Mill Road, Unit 7**  
**North York, Ontario**  
**M3B 3N2**  
**(416) 443-9223**

During a presentation to the union and the hospitals negotiation team, a representative of the OPSEU Trusteed Benefit Fund identified that their organization operates independently from OPSEU and has a policy of confidentiality with respect to inquires from either employers or unions.

He can provide you with more information and will be pleased to come to your Hospital and give a more detailed presentation on the Fund or provide your Hospital with a quote for your benefits.



**Letter of Understanding - Integration for the Delivery of Health Services**

The Participating Hospitals and OPSEU are determined to minimize the adverse impact of integration on employees. The parties agree that a standardized approach to Human Resources Adjustment Planning should be used. For this reason, OPSEU and the Participating Hospitals support the development of provincial standards or principles as described in the Joint Hospital Industry Labour Management Council letter to the Ministers of Health and Labour, dated March 23, 2006.

For the purposes of this letter of understanding, the parties agree that “integrate”, “integration”, and “health service provider” have the same meaning as defined in Bill 36, an *Act To Provide For The Integration Of The Local System For The Delivery Of Health Services*. Throughout this document, the words rationalization, consolidation or integration may be used interchangeably.

In the event of a rationalization of any part of the services of the Hospital with those of another hospital or hospitals, the Hospital and the Union agree to be guided by the following principles:

- (a) the Hospital shall notify affected employees and the Union as soon as a formal decision to rationalize or integrate is taken;
- (b) the Hospital shall provide the Union with pertinent financial and staffing information and a copy of any reorganization plans which impact on the bargaining unit related to the rationalization of services.
- (c) the Hospital and the Union shall begin discussions concerning the specifics of the rationalization forthwith after a decision to rationalize is taken;
- (d) 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 shall include the estimated number and types of positions anticipated to be available, and their location, as the result of the rationalization;
- (e) if services in the Hospital are to be reduced or eliminated as the result of a rationalization, or if the employment of employees is otherwise to be affected, the Hospital shall prepare a list of the affected employees in order of seniority by jobs for which it considers such employees are eligible. This list will be updated to reflect any changes due to employees leaving or entering the unit;
- (f) if a rationalization is anticipated to result in a loss of employment for employees at another hospital by reason of the establishment of a new unit or department or the enlargement or extension of services at the Hospital:
  - i) in the period before a rationalization takes place, where a permanent vacancy occurs and has not been filled after Article 13.01 has been complied with, the vacancy shall be filled by the senior qualified employee of the other hospital who wishes to make an early transfer. An employee taking such a position shall be treated as a transferring employee and not as a new hire;
  - ii) when the rationalization takes place, and when employees formerly employed by the other hospital or hospitals involved are transferred to the Hospital, such employees shall maintain their seniority dates and shall be placed on seniority lists at the Hospital accordingly. Thereafter they shall exercise seniority rights in accordance with this agreement. Following implementation of the rationalization, no employee who has been transferred to the Hospital shall suffer a reduction in

wages. If the wage grid in effect at the Hospital does not correspond to the grid in effect at the hospital at which such employees were formerly employed, employees whose wages were not identical to a wage step on the Hospital's grid shall be moved to the next higher step. Where the transferring employee's salary exceeds the range maximum, the employee's salary will be red circled;

- iii) employees who have been transferred to the Hospital shall be subject to the benefit plans of the Hospital in the manner provided under the collective agreement. The retention, modification or abandonment of pre-existing grandfathered benefits and the provisions of sick leave plans, to which employees who have been transferred to the Hospital were formerly subject, shall be negotiated between the Union and the Hospital. Employees who have been transferred to the Hospital shall retain their former level of vacation entitlement or shall be entitled to the level provided by this agreement, whichever is the greater;
- iv) hours of work shall be those of the Hospital;
- v) an employee who has been transferred to the Hospital and who has not completed her or his probationary period at the Hospital where she or he was formerly employed shall receive credit for her or his service during such probationary period, and shall complete the balance of the probationary period required by this agreement. No new probationary period shall be served by an employee who has been transferred to the Hospital.
- g) Employees who are relocated or transferred to another employer by the Hospital will retain their seniority and service at their original hospital for a 24-month period. Employees relocated or transferred shall have the right to post for vacancies that arise, prior to or subsequent to the relocation or transfer, at their originating Hospital for that 24 month period. If they are the successful applicant, they will return to the employ of the Hospital with seniority accrued and service intact but not accrued, for the period that the employee was relocated or transferred to another employer.
- h) Nothing in the foregoing shall be deemed to limit or restrict the parties rights and obligations under the *Labour Relations Act, 1995* or the *Act To Provide For The Integration Of The Local System For The Delivery Of Health Services (Bill 36)*, as may be amended from time to time.

The parties may also wish to refer to the Service Rationalization/Employee Transfer Guidelines established by the Ontario Hospital Industry Labour Management Committee in 1986