

COLLECTIVE AGREEMENT

Between:

THE QUEENSWAY-CARLETON HOSPITAL
(hereinafter called the "Hospital")

OF THE FIRST PART

And:

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(hereinafter called the "Union")

OF THE SECOND PART

LOCAL 491

NOW THEREFORE THIS AGREEMENT WITNESSETH:

Expiry: March 31, 2001

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ARTICLE 1 - PURPOSE

- 1.01 It is the intent and purpose of this Agreement to establish and maintain an harmonious collective bargaining relationship and to provide a method for the prompt and equitable adjustment of grievances of employees in the employ of the Hospital, or of disputes between the parties without unnecessary delay or expense, or diminution of services to the public, as well as to establish and maintain satisfactory working conditions, hours of work and salaries for all employees, in the employ of the Hospital.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Ontario Public Service Employees Union as being the sole and exclusive bargaining agent of all paramedical personnel employed by Queensway-Carleton Hospital in the Cities of Nepean and Kanata and the Ottawa Valley save and except supervisors and persons above the rank of supervisor, students in training, interns, students employed during the school vacation period and persons covered by subsisting collective agreements. For the purposes of clarity, "paramedical personnel" includes: cardiac sonographer, carotid sonographer, chiroprapist, CT scan team leader, data quality coordinator, dietitian, E.E.G. technologist, health record administrator, health record analyst, medical laboratory technologist, nuclear medicine technologist, nuclear medicine team leader, occupational therapist, pathology assistant, pharmacist, pharmacy technician, physiotherapist, psychologist, psychometrist, radiological technologist, recreologist, respiratory therapist/sonographer, respiratory therapist, senior pharmacist, social worker, speech-language pathologist, and ultrasound technologist. For purposes of clarity, "Ottawa Valley" includes the Arnprior and District Memorial Hospital in Arnprior, the Kemptville District Hospital in Kemptville, and the Carleton Place and District Memorial Hospital in Carleton Place. For purposes of clarity, "supervisor" includes Supervisory Technologist in the Medical Laboratory, Charge Technologist in Radiology, Senior Technologist-Valley, Intermediate Supervisory Technologist, Supervisor - Food Services, and Senior Technologist - Administration.
- 2.02 All provisions of this collective agreement shall apply equally to employees in the Valley Hospitals unless otherwise stated.
- 2.03 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. Volunteers shall not perform duties normally performed by employees in the bargaining unit.

2.04 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 a particular service 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 licence to perform such services.

ARTICLE 3 - DEFINITIONS

- 3.01 The term "employee" or "employees" as used in this Agreement shall mean only those employees who are included in the bargaining unit as defined in Article 2.01 above.
- 3.02 A "full-time employee" is defined as an employee who normally works the number of hours described in Article 21.02 (a).
- 3.03 A "regular part-time employee" is defined as an employee who is regularly scheduled on a pre-determined basis to work less than the normal hours of work described in Article 21.02 (a). A regular part-time employee may work casual hours in excess of her pre-determined schedule.
- 3.04 A "casual employee" is an employee who works only when called to do so, and has the option of accepting or rejecting those hours of work.
- 3.05 A "temporary employee" is an employee who is hired for a limited period of time to replace a full-time or part-time employee who is on authorized leave of absence or who is employed for a specific purpose or task normally not to exceed four (4) calendar months.
- 3.06 A "job-sharing employee" is an employee who is sharing the hours of work of what would otherwise be one full-time position. See Appendix "A".
- 3.07 Wherever the feminine pronoun is used in this Collective Agreement, it includes the masculine pronoun where the context so requires. Where the singular is used it shall also be deemed to include the plural.
- 3.08 "Supervisor" or "Immediate Supervisor", when used in this Agreement, shall mean the first supervisory level excluded from the bargaining unit.
- 3.09 "Parent" includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.
- 3.10 "Spouse" includes a partner of the same sex in a relationship of some permanence for all entitlements.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 The Union acknowledges that the management of the Hospital and the direction of working forces are fixed exclusively in the Hospital and shall remain solely with the Hospital except as specifically limited by the provisions of this Agreement and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Hospital to:
- (a) maintain order, discipline and efficiency;
 - (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, layoff, recall, discharge or otherwise discipline employees, provided that a claim of discharge or discipline without cause may be the subject of a grievance and dealt with as hereinafter provided;
 - (c) determine, in the interest of efficient operation and highest standards of service, job rating and classification, the hours of work, work assignments, methods of doing the work, and the working establishment for the service and the location of work;
 - (d) generally to manage the operation that the Hospital is engaged in and, without restricting the generality of the foregoing, to determine the number of personnel required, methods, procedures and equipment in connection therewith;
 - (e) make, enforce and alter from time to time rules and regulations to be observed by the employees.
- 4.02 These rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE 5 - NO DISCRIMINATION

- 5.01 There shall be no discrimination by the Hospital or the Union against any employee on account of membership or non-membership in, or activities or lack of activities on behalf of the Union.
- 5.02 All employees shall be free to either join or refrain from joining the Union.
- 5.03 The Hospital and the Union shall comply with the Human Rights Code of Ontario.
- 5.04 Every person who is an employee has a right to freedom from harassment in the workplace by the employer or agent of the employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, family status or handicap.

Every person who is an employee has a right to freedom from harassment in the workplace because of sex by his or her employer or agent of the employer or by another

employee.

The right to freedom from harassment in the workplace applies also to sexual orientation.

ARTICLE 6 - NO STRIKES OR LOCKOUTS

6.01 The Union agrees there shall be no strikes and the Hospital agrees that there shall be no lockouts during the term of operation of this Collective Agreement. The meaning of the words "strike" and "lockout" shall be as follows:

"Strike" includes a cessation of work, a refusal to work or to continue to work by employees in combination or in concert or in accordance with a common understanding, or a slowdown or other concerted activity on the part of employees designed to restrict or limit output.

"Lockout" includes the closing of a place of employment, a suspension of work or a refusal by an employer to continue to employ a number of his employees, with a view to compel or induce his employees or to aid another employer, to compel or induce his employees to refrain from exercising any rights or privileges under the Labour Relations Act of the Province of Ontario or to agree to provisions or changes in provisions respecting terms or conditions of employment or the rights, privileges or duties of the employer and employer's organization, the Trade Union or the employees.

ARTICLE 7 - UNION MEMBERSHIP AND DUES

7.1 Membership in the Union shall be voluntary and open to all employees as defined in Article 2.01 herein, who may seek to be members.

7.2 The Hospital will deduct from each employee in the bargaining unit an amount equal to the regular monthly union dues designated by the Union. The amount of regular monthly dues shall be as certified to the Hospital by the Treasurer of the Union from time to time. The amounts so deducted shall be remitted by the Hospital to the Union's Director of Finance no later than the 15th of the month following the month in which such deductions were made. In consideration of the deducting and forwarding of union dues by the Hospital, the Union agrees to indemnify and save harmless the Hospital against any claims or liabilities arising or resulting from the operation of this Article.
Each employer agrees to forward to OPSEU Central, on a one time basis, a master list of current bargaining unit members. This list shall include employee name, classification/job title and part time/full time status, 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.

7.03 Notice of any change in the amount of Union dues will be provided in writing by the Union to the Director of Human Resources at least two (2) months prior to the commencement

of the pay period in which the new rate is to be implemented.

- 7.04 The Hospital will provide to the Bargaining Unit President, on an annual basis, a list of addresses of employees on the seniority list.
- 7.05 The Union agrees to defend and hold the Hospital completely harmless against all claims, demands, costs and expenses, should any person at any time contend or claim that the Hospital has acted wrongfully or illegally in making such dues deduction.
- 7.06 The Hospital will provide each employee with a T4 Supplementary Slip showing the dues deducted in the previous year for income tax purposes.

ARTICLE 8 - UNION REPRESENTATION & RESPONSIBILITIES

- 8.01 The Hospital shall recognize a Negotiating Committee composed of up to four (4) members of the bargaining unit plus one outside counsel or advisor from the Union. The purpose of this Committee shall be to negotiate with the Hospital, the renewal or modifications of the terms of this agreement. Time spent by employees absent from their regular duties in direct negotiations with the Hospital up to but not including arbitration shall be without loss of remuneration.
- 8.02 The Hospital shall recognize a Grievance Committee of up to three (3) members of the Union. The Committee shall operate and conduct itself in accordance with the provisions of this Collective Agreement.
- 8.03 The Hospital acknowledges the right of the Union to appoint, or otherwise select seven (7) employee representatives. Such employee representatives may assist employees in presenting grievances in accordance with the procedures as herein provided.

The parties recognize the employee representatives have regular duties to perform on behalf of the Hospital. Therefore, an employee representative will not leave her regular duties without first obtaining permission from her supervisor and when she is required to enter an area other than her own she shall obtain permission from the supervisor of that area to do so. When such business has been completed, the employee representative will notify the supervisor in the area when she is leaving, if applicable, and shall notify her own supervisor when resuming her normal duties. Such permission shall not be unreasonably withheld by the Hospital.

A reasonable amount of time spent absent from regular duties in the investigation of grievances, where permission to do so has been obtained from the supervisor, shall be without loss of remuneration and shall be confined to meetings with the Hospital and investigations into grievances up to, but not including the arbitration process.

- 8.04 A Union-Management Committee will be constituted to discuss matters of mutual concern. The Hospital and the Union may each nominate up to three (3) representatives who shall be members of the Committee and where mutually agreed in advance of any meeting,

additional members shall be entitled to attend to provide representation from a particular department involved in the issues on the agenda. Meetings shall be convened as required and held on the Hospital premises at a mutually convenient time. Not less than seven (7) days notice shall be given of such meeting unless the parties agree otherwise and the agenda for consideration shall be agreed to by the parties twenty-four (24) hours in advance of the time at which the meeting is convened. The Hospital will keep minutes of such meetings and provide copies of same to the Union representatives.

8.05 The Union shall keep the Hospital notified in writing of the names of its employee representatives and its other authorized representatives, as well as their respective dates of appointment and their mailing addresses.

8.06 The Hospital shall designate a time of fifteen (15) minutes during orientation for a representative of the local Union to meet with newly hired employees.

ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURE

9.01 At the time formal discipline is imposed, or at any stage of the grievance procedure, an employee shall have the right, upon request, to the presence of her employee representative. In the case of suspension or discharge, the Hospital shall notify the employee of this right in advance.

9.02 A complaint shall not be considered as a grievance unless the aggrieved employee has first given an opportunity for her Supervisor to adjust the complaint. Such complaint shall not be considered after five (5) working days of the origin of the complaint or from the date upon which the subject matter of the complaint may reasonably be deemed to have come to the attention of the employee so affected. Failing satisfactory resolve within five (5) working days after the complaint is made, the matter may then be processed as a grievance.

9.03 A grievance may arise only from a dispute concerning the interpretation, application, administration or alleged violation of the Agreement. The grievance shall be signed by the employee and shall set out the nature of the grievance, the section or sections of the Collective Agreement allegedly violated, and the remedy sought.

The following shall be, unless otherwise specified, the prescribed manner for handling a grievance:

Step No. 1

The employee with the assistance of a Union representative, if desired, may submit a written grievance signed by her to her Manager. Within five (5) days of receiving the grievance, the manager will meet with the grievor, and, if desired, her Union representative to endeavour to reach a satisfactory resolution to the grievance. Within five (5) days of the grievance meeting, the manager will provide a written decision.

Failing settlement, then Step #2:

Within five (5) days following the decision at Step #1, the employee, with the assistance of the grievance committee may submit the written grievance to the Director of Human Resources or designate. The Director of Human Resources or designate will, within ten (10) days from the date on which the written grievance was presented to him, convene a Step #2 meeting at a time and place suitable to both parties, so that he and the grievor's Division Head may hear the grievance. Within ten (10) days of the grievance meeting, the Director of Human Resources or designate will provide the Hospital's decision in writing. It is understood that both parties have the right to have the assistance of such counsel or representatives as they deem necessary at the Step #2 meeting.

- 9.04 A claim by an employee, who has completed her probationary period and who claims that she has been discharged without just cause shall be treated as a grievance if a written statement of such grievance is officially lodged with the Hospital by the employee within three (3) working days after such employee has been so notified by the Hospital. Such special grievance shall commence at Step 2 of the Grievance Procedure, and may be settled by confirming the Hospital's action in discharging the employee, or by any other arrangement which is just and equitable in the opinion of the conferring parties or, if necessary, a Board of Arbitration.

When an employee is discharged on hospital premises without notice, she shall have the right to request that her employee representative be notified of the discharge before leaving the premises.

- 9.05 A complaint or grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement, shall be originated under Step No. 2. Failing settlement under Step No. 2 within fifteen (15) days it may be submitted to arbitration in accordance with Article 9.10. However, it is expressly understood that the provisions of this paragraph may not be used by the Union to institute a complaint or grievance directly affecting an employee which such employee could herself institute and the regular Grievance Procedure shall not be thereby bypassed.

Any grievance by the Hospital or the Union as provided in this paragraph shall be commenced within ten (10) days after the circumstances giving rise to the complaint occurred or from the date upon which the subject matter of the complaint may reasonably be deemed to have come to the attention of the Hospital or the Union.

- 9.06 Where two or more employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance in writing identifying each employee who is grieving within (10) days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employees so affected. The grievance shall be originated at Step No. 1.

- 9.07 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation or alleged violation of this Agreement, such grievance may be submitted to arbitration as set forth in Article 9.10. If no written request for arbitration is

received within fifteen (15) days after the decision under Step No. 2 is given, it shall be deemed to have been settled and not eligible for arbitration.

- 9.08 All agreements reached under the Grievance Procedure between the representatives of the Hospital and the grievor or the representatives of the Union will be final and binding upon the hospital and the Union and the employees.
- 9.09 No matter may be submitted to arbitration which has not been carried through all the requisite steps of the Grievance Procedure. Where no answer is given within the time limits specified in the Grievance Procedure, the grieving party shall be entitled to submit the grievance to the next step of the Grievance Procedure.
- 9.10 If the Hospital or the Union requests that a grievance as above provided be submitted to Arbitration, it shall make such requests in writing addressed to the other party of this Agreement and at the same time appoint its nominee to the Board of Arbitration. Within ten (10) days thereafter, the other party shall appoint its nominee to the Board of Arbitration and notify the other party. The two nominees so appointed shall, within ten (10) days of the appointment of the latter of them, attempt to settle by agreement the third person to be a member and Chairman of the Arbitration Board. If they are unable to agree on such a Chairman within the ten (10) day period, either Party may then request the Labour Relations Board for the Province of Ontario to appoint a Chairman. In the event of default by either party to appoint its representative to the Arbitration Board, the other party may apply to the Minister of Labour for the Province of Ontario who shall have the power to effect such appointment.
- 9.11 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 9.12 The Arbitration Board shall not have jurisdiction to amend or add to any of the provisions of the Agreement, or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 9.13 Each of the parties hereto will bear the fee and expense of the nominee appointed by it and the parties will jointly bear the fee and expenses, if any, of the Chairman of the Arbitration Board.
- 9.14 The time limits fixed in both the grievance and arbitration procedures may be extended by written consent of the parties to this Agreement.
- 9.15 Saturdays, Sundays and paid holidays as set out in Article 23.01 will not be counted in computing the time within which any action is to be taken or completed under the provisions of this Article.
- 9.16 The Hospital and the Union may, by written agreement, substitute a single arbitrator for a specific grievance or grievances, and the single arbitrator shall possess the same powers and be subject to the same limitations as a Board of Arbitration.
- 9.17 Any letter of suspension, documents leading to such suspension and subsequent

documents of a disciplinary nature shall be maintained on an employee's record until such employee has established a discipline-free period of eighteen (18) months after which all such documents shall be removed from her record. Where no suspension is a matter of record, any letters of discipline or other sanction shall be removed from her record after a discipline-free period of twelve (12) months.

ARTICLE 10 - SENIORITY

- 10.01 (a) New full-time employees shall be on probation for a period of three (3) calendar months from the date of last employment. In the case of part-time employees, the probationary period shall be 450 hours of work except regular part-time employees, for whom the period shall be the lesser of 450 hours of work or six (6) calendar months in the employment of the Hospital.
- (b) During the probationary period, an employee shall enjoy all the rights and privileges prescribed in this Agreement except that she shall not have access to the grievance and arbitration provisions of the Agreement except where the employee alleges that she has been unreasonably discharged or disciplined. During the probationary period, an employee shall have no seniority but upon successful completion of her probationary period her seniority shall date from her date of last hiring by the Hospital in the bargaining unit.
- (c) With the written consent of the Hospital, the employee and the Labour Relations Officer of the Union or designate, the probationary period may be extended. The employee and her immediate supervisor shall meet to discuss the extension. The employee shall receive in writing:
- (i) the reasons for the extension;
 - (ii) the specific objectives she is expected to meet; and
 - (iii) the date agreed on as the last date for the extended probationary period.
- 10.02 (a) Seniority shall be calculated on the basis of continuous service with the Hospital in the bargaining unit from the date of last hire in the bargaining unit and is used for the purposes of job posting, vacation dates, layoff and recall. The application of seniority under this agreement shall not extend to the calculation of service nor determination of entitlement to earned leave, benefits or pay, save as expressly provided otherwise in this agreement.
- (b) A seniority list shall be established for full-time employees and a seniority list shall be established for part-time employees. Such lists will be posted by the Hospital no later than January 31st and July 31st, annually. Employees shall have thirty (30) days from the date of posting to challenge the accuracy of the list. If no challenge to the list is filed in writing to the Hospital in this period, the list shall be accepted by all employees as correct for all purposes. A copy of the list shall be sent to the Bargaining Unit President and the Labour Relations Officer. In addition, the Hospital will provide a merged list to the Union when deemed appropriate by either party.

- (c) Effective December 28, 1998, any hours accumulated in excess of 1500 for a calendar year by a part-time employee shall not count towards seniority. Prior to the posting of the seniority list every January (beginning with the seniority list posted in January 2000), these hours shall be eliminated from the employees' seniority bank. It is agreed that this exercise shall only be required once per calendar year unless the additional hours worked by an employee shall have an impact for layoff or recall purposes.

10.03 An employee whose status is changed from part-time to full-time or vice versa shall transfer her full seniority based on 1500 hours of part-time seniority being equal to one (1) year of full-time seniority. Notwithstanding the foregoing an employee may not predate her actual hire date by the application of the above calculation.

10.04 A part-time employee may relieve in a full-time position and remain in her part-time status for a period of up to six (6) calendar months or such longer period as may mutually be agreed upon between the parties.

10.05 (a) Seniority shall be retained and accumulated by a full-time employee during active employment with the Employer, or when an employee is absent from work under the following circumstances:

1. Annual vacation.
2. Approved leave of absence up to a maximum of one (1) month in any calendar year.
3. For a period of one year when absent due to disability resulting in LTD benefits including the period of the disability program covered by Employment Insurance.
4. When in receipt of Workplace Safety and Insurance Board (WSIB) payment.
5. When on approved pregnancy or parental leave of absence.
6. When on approved Leave of Absence for educational purposes related to the employee's job.
7. When on prepaid leave.

(b) The seniority of a full-time employee will be retained but not accumulated when an employee is absent from work under the following circumstances:

1. For 18 months following the first year of disability.
2. When on layoff for a period of two (2) years.

3. When on approved leave of absence for educational purposes.
 4. When on an approved leave of absence in excess of one (1) month in a calendar year.
- (c) Seniority rights and the employee's employment shall be deemed to have terminated if she:
1. Leaves of her own accord.
 2. Is discharged and the discharge is not reversed through the Grievance and Arbitration Procedure.
 3. Refuses to continue to work or to return to work during circumstances beyond the Hospital's control unless a satisfactory reason is given.
 4. Is laid off for a period of more than twenty-four (24) months.
 5. Is absent from work without permission for three (3) consecutive working days unless a satisfactory explanation is given by the employee.
 6. Fails to return to work upon termination of an authorized leave of absence or utilizes a leave of absence for purposes other than those for which the leave of absence was granted.
 7. Fails upon being notified of a recall to signify her intention to return within three (3) working days after she has received the notice of recall mailed by registered post and fails to report to work within seven (7) working days after she has received the notice of recall.
 8. Is absent from work due to disability which absence continues for more than thirty (30) months. This clause shall be interpreted in a manner consistent with the Human Rights Code.
- (d) Seniority for part-time employees shall accumulate based on hours worked except in cases of pregnancy or parental leave or pre-paid leave purposes. In such instances, seniority shall accumulate based on the employee's normal weekly hours. Seniority shall be retained until the employee's employment shall be deemed to have been terminated in accordance with Article 10.05(c).

10.06 It shall be the duty of the employee to notify the Hospital and the Union promptly of any changes of address. If the employee fails to do this, the Hospital will not be responsible for failure of a notice sent by registered mail to reach such an employee.

ARTICLE 11 - LAYOFF AND RECALL

- 11.01 With respect to the development of any operating or re-structuring plan which may affect the bargaining unit, the Union, through the Fiscal Advisory Committee and/or Union-Management Committee shall be involved in the planning process from the early phases through to the final phases of the process.
- 11.02 A "layoff" includes a temporary or permanent discontinuation of work or reduction in hours of work. In the event of a proposed layoff at the Hospital of a short-term (less than three (3) months) or long-term nature (three (3) months or longer), the Hospital will:
- (a) for short-term layoff provide no less than 30 days notice to the employees and no less than 30 days written notice to the Union, indicating the reasons causing the layoff, the anticipated duration of the layoff and identify the employees likely to be affected. If requested, the parties will meet.
 - (b) for long-term layoff provide no less than three (3) months written notice or pay in lieu thereof to the affected employee(s) and no less than four (4) months written notice to the Union and meet with the Union to review the following:
 - (i) the reason causing the layoff
 - (ii) the service the Hospital will undertake after the layoff including the areas of cut-back and the employees to be laid off;and plan the following:
 - (iii) the method of implementation
 - (iv) revised work schedules including the reallocation of hours of work among full-time and part-time employees with due regard to seniority
 - (v) ways the hospital can assist the employees to find alternate employment including 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.
- 11.03 Employees shall be laid off in reverse order of seniority provided that those entitled to remain on the basis of seniority are willing and qualified to do the work which is available. Probationary employees then casual and temporary employees shall be laid off first before any regular full-time or any regular part-time employees are laid off.
- 11.04 (a) For short-term layoff the available work assignments shall be distributed to the most senior incumbents of the classification and site where operationally feasible provided that they are willing and capable of performing the available job duties to ensure to the greatest extent possible that the layoff impacts the most junior employee(s). No bumping is permitted.

For the purpose of this provision only, the term "classification" shall have a broad meaning to include all jobs which have the same professional base; example M.S.W. and B.S.W. is one classification; Senior Physiotherapist and Physiotherapist is one

classification.

For the purpose of this provision only, the term "site" shall mean each hospital location. The Kanata Clinic and Bell Mews shall be part of the Queensway Carleton Hospital.

- (b) An employee who is subject to a long-term layoff shall have the right to:
- (i) accept the layoff; or
 - (ii) displace an employee who has lesser bargaining unit seniority in a lower or identical paying classification if the employee originally subject to layoff can perform the duties of the lower or identical paying classification without training other than orientation. It is understood that such an employee would be accorded the same amount of orientation to which a new employee would be entitled; or
 - (iii) opt to receive a separation allowance as outlined in Article 11.12(c); or
 - (iv) opt to retire, if eligible under the terms of the Hospitals of Ontario Pension Plan (HOOPP) and receive a retirement allowance as outlined in Article 11.12(b).
- 11.05 (a) An employee shall be recalled to the position held prior to the layoff in order of seniority provided the employee remains qualified and able to perform the duties. The job posting provisions take precedence over recall rights that employees may have under this agreement, unless otherwise provided herein.
- (b) Where an employee on layoff is the successful candidate for a position with lesser hours, she shall retain her right to casual shifts in accordance with Article 11.08 for up to two (2) years from the original date of layoff.
- 11.06 An employee shall have the opportunity of recall from a layoff to an available opening, in order of seniority, provided she is willing and has the ability to perform the work, before any new employee is hired.
- 11.07 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 or identical paying classification shall be entitled to return to the position she held prior to the layoff should it become vacant within six (6) months of the layoff, provided that the employee remains qualified and able to perform the duties of her former position. In such a case, the posting procedure shall not apply.
- 11.08 Regularly scheduled employees who are on layoff shall be offered such casual hours as may be required in the on-going operation of the department subject to the employee's availability and willingness to work these hours. It is understood that an employee who is offered such hours shall maintain her position on the layoff list and acceptance of additional hours shall not constitute a recall from layoff. Notwithstanding Article 10.05 (c)

where an employee has been working such hours, the hospital shall convert her status to casual subject to the availability of hours.

- 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 tenth (10) day following the date of mailing. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for her proper address being on record with the Hospital.
- 11.10 Any agreement between the Hospital and the Union concerning layoff and recall will take precedence over the terms of this Article.
- 11.11 Employees who are on layoff for up to one year may continue to participate in benefit plans enumerated in Article 27, at their request but subject to being allowed by the carrier provided they make arrangements for payment of the full amount.
- 11.12 (a) The Regional Human Resources Adjustment Plan will apply to Health Services Restructuring Commission directives. In other circumstances, the balance of this Article will apply:

(b) Retirement Allowance

At the time of issuing notice of long-term layoffs pursuant to Article 11.04 (b), the Hospital will offer early retirement allowance to a sufficient number of employees eligible for early retirement under the Hospital's pension plan within the classification in order of seniority, to the extent that the maximum number of employees who elect early retirement is equivalent to the number of employees who would otherwise be subject to layoff under Article 11.04 (b).

For the purpose of this provision, the term "classification" shall have a broad meaning to include all jobs which have the same professional base.

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) Separation Allowance

Where an employee has received individual notice of long-term layoff under Article 11.04 (b) such employee may resign and receive a separation allowance as follows:

- (i) Where an employee resigns effective within thirty (30) days after receiving individual notice of long-term layoff, she or he shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of sixteen (16) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, will

be reimbursed for tuition fees up to a maximum of three thousand (\$3,000) dollars.

- (ii) Where an employee resigns effective later than 30 days after receiving individual notice of long-term layoff, he or she shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, will be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250) dollars.

ARTICLE 12 - JOB POSTING

- 12.01 Prior to an appointment to a new or vacant position, the Hospital shall post notice of such position on the bulletin board provided for such purpose for a period of seven (7) working days subject to the following provisions:
- (a) With respect to this clause, vacant position shall mean only regular full-time and regular part-time positions and temporary positions reasonably expected to continue for a minimum of six (6) months. Vacancies not expected to continue for a minimum of six (6) months may be filled at the discretion of the department head.
 - (b) The Hospital will post vacant laboratory positions in all locations in the Ottawa Valley Laboratories.
 - (c) The posting procedure as outlined above may be eliminated by mutual consent where no qualified candidates are deemed available in the Hospital or Valley Laboratories.
 - (d) The successful candidate must possess the qualifications required for the job. In the course of the selection process, the Hospital will duly consider the qualifications, performance, experience and seniority of each applicant.
 - (e) If an employee who has greater seniority than the successful applicant is refused the position, she shall be given the reason for such refusal upon request.
 - (f) Regular full-time and regular part-time employees shall be given priority over casual and temporary employees provided that the qualification, performance, experience and seniority of each applicant are equivalent.
- 12.02 In the event that the Hospital requires services to be provided at another site, employees shall be given the opportunity for a transfer on the basis of preference and seniority where such transfer is for a period of three (3) months or longer. If no employee agrees to transfer, a layoff shall occur.
- 12.03 Temporary Transfers

- i) In the event the Hospital requires a temporary transfer to alternate site(s) the Hospital will endeavour to provide advance notice and to ensure that the change in location will occur for at least one shift unless in the case of an emergency.
- ii) Employees authorized to report directly to the alternate site from their residence or to their residence from the alternate site, will be paid time and transportation allowance in excess of the amount between the employee's residence and home site.
- iii) Where the Hospital requires the employee to be at the alternate site at a specific start/finish time, any hours which extend her work day in excess of the hours indicated in Article 21.02 will be paid at the appropriate overtime rate.
- iv) The temporary assignment will not be for more than three (3) months unless agreed to by the parties.
- v) The Hospital will pay parking at the alternate site.
- vi) In the event that the employee does not have personal transportation, the Employer will arrange same at no cost to the employee.

12.04 Where the applicant has been selected for a promotion in accordance with Article 12.01, she shall be allowed a trial period of 450 hours or 6 calendar months during which time she may return to her former position if she is not satisfied with the new position or the hospital may return her to her former position if it determines she cannot satisfactorily perform the job. The filling of subsequent vacancies will likewise be reversed. The posting of such subsequent vacancies shall clearly indicate this condition.

12.05 An employee who is promoted to a higher rated classification within the bargaining unit will be placed on the grid of the higher rated classification so that she shall receive no less an increase in salary than the equivalent of one step in the salary range of her previous classification (provided that it does not exceed the salary range of the classification to which she has been promoted) and she shall retain her Service Review Date for purpose of Wage Progression. An employee who is transferred or demoted to a lower rated classification will be placed on the position in the grid (if any) which most closely recognizes the experience level recognized on the other grid or the position on the grid which is closest to be not less than the current salary, whichever is the greater. It is agreed that the employee's rate shall not exceed the maximum rate of her new grid.

ARTICLE 13 - PERSONAL LEAVE OF ABSENCE

13.01 Written requests for leaves of absence without pay for legitimate personal reasons may be granted at the discretion of the Hospital. Such requests will be considered on an individual basis and will not be unreasonably withheld. Such requests are to be made as far in advance of the leave as possible, but no less than two (2) weeks in advance of the leave except in cases of emergency. The Hospital will give a written reply within seven (7) working days.

ARTICLE 14 - COURT ATTENDANCE

- 14.01 If an employee is required to serve as a juror in a court of law or is required to attend as a witness in a court proceeding in which the Crown is a party or is required by subpoena to attend a court of law, or coroner's inquest in connection with a case arising from the employee's duties at the Hospital, the employee shall not lose regular pay because of such attendance, provided the employee:
- (a) notifies the Hospital immediately upon her notification that she will be required to attend court;
 - (b) presents proof of service requiring her attendance;
 - (c) promptly repays the amount (other than expenses) paid to her for such service or attendance to the Hospital.

An employee who is required to attend a court of law shall not be scheduled to work or be on call for the shift contiguous to such attendance.

ARTICLE 15 - LEAVE OF ABSENCE - BEREAVEMENT

- 15.1 An employee who notifies the Hospital as soon as possible following a bereavement in her immediate family shall be granted up to three (3) consecutive days off inclusive of the day of the funeral without loss of her regular pay. "Immediate family" means father, mother, brother, sister, spouse (including spouses of the same sex), son, daughter, father-in-law, mother-in-law, grandparent, grandchild, brother-in-law, sister-in-law, son-in-law and daughter-in-law. "In-laws" include the relatives of a spouse of the same sex.
- 15.2 Where an employee does not qualify under the above mentioned conditions, the Hospital may nonetheless grant a paid bereavement leave. The Hospital, in its discretion, may extend such leave with or without pay. The employee shall receive pay only for the days that were granted when she was scheduled to work following the death of a relative but does not work due to the special leave.

Where an employee's scheduled vacation is interrupted due to a bereavement the employee shall be entitled to bereavement leave in accordance with the above provision. The portion of the employee's vacation which is deemed to be bereavement leave under the above provision will not be counted against the employee's vacation credits.

ARTICLE 16 - PREGNANCY AND PARENTAL LEAVE

16.01 Pregnancy Leave

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

- (b) The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous employment.
- (c) The employee shall give the Hospital written notification at least four (4) weeks in advance of the anticipated date of the commencement of her leave of absence and of the expected date of return. The employee shall furnish the Hospital with the certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which the delivery will occur. Where circumstances change such that the date of the commencement of the pregnancy leave originally anticipated by the employee changes, the employee shall notify the Hospital thereof as soon as possible.
- (d) Subject to confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this agreement who is in receipt of employment insurance pregnancy benefits, pursuant to Section 18 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. Effective May 5, 1998 that benefit will be equivalent to the difference between eighty-four percent (84%) of her regular weekly earnings and the sum of her weekly employment insurance benefits and any other earnings. The employee shall provide the Hospital with her employment insurance cheque stub as proof that she is in receipt of employment insurance pregnancy benefits, and such benefits shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying the regular hourly rate on the last day worked prior to the commencement of the leave times her normal weekly hours.

Effective April 1, 1993, in the event of a salary increment or general wage increase, retroactive or otherwise, falling due during the period of leave, the employee's rate of pay and the amount of Supplementary Unemployment Benefits shall be adjusted accordingly on the effective date of the increase.
- (e) The employee has the right to extend the pregnancy leave to thirty-five (35) weeks in total. At the discretion of the department head, this may be extended to one year. Such extension may not be unreasonably withheld. The employee shall endeavour to give four (4) weeks (but shall give not less than two (2) weeks) written notice to extend the pregnancy leave, prior to the expiry of the initially approved leave. This notice requirement will be shortened in circumstances where medical complications occur in the four (4) weeks prior to the expiry of the initially approved leave.
- (f) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (c) or (e) above by written notification received by the Hospital at least two (2) weeks prior to the expiry of the leave of absence for pregnancy. Subject to any changes to the employee's status which would have occurred had she not been on Pregnancy Leave, the employee shall be reinstated to her former position.

- (g) During the pregnancy leave, credit for seniority and credit for service for the purposes of salary increment, vacation, sick leave or any other benefit under any provisions of the collective agreement or otherwise shall continue for a period of up to thirty-five (35) weeks. In addition, for full-time employees, the employer shall continue to pay its share of the benefits provided under the collective agreement during the period of the pregnancy leave to a maximum of thirty-five (35) weeks, provided the employee pays her share. For part-time employees, the employer shall continue to pay the vacation pay, percentage-in-lieu of benefits and/or benefits provided under the collective agreement during the period of the pregnancy leave to a maximum of thirty-five (35) weeks. Seniority and service accumulation shall be based on the part-time employee's normal weekly hours.

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

16.02 Parental Leave

- (a) Where an employee with at least thirteen (13) weeks of continuous employment becomes a parent as the result of the birth of a child, or child coming into the employee's custody, care and control for the first time, such employee is entitled to parental leave of absence up to twenty-eight (28) weeks. A "parent" also includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with the parent of the child and who intends to treat the child as his or her own.

The Employee shall endeavour to give the Hospital written notification at least four (4) weeks (but no less than two weeks) in advance of the anticipated date of the commencement of the leave of absence and of the expected date of return. If, because of late receipt of confirmation of a pending adoption or other unanticipated circumstance over which the employee had no control, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing. The leave may commence within the one week prior to the anticipated date of delivery or within the one week prior to the anticipated date that the child will first come into the custody, care and control of the employee and shall end not later than fifty-three (53) weeks after the birth or after the child first comes into the custody, care and control of the employee. The leave need not be continuous. The cumulative total of pregnancy leave and parental leave shall not exceed thirty-five (35) weeks. At the discretion of the department head, this may be extended to one year. Such extension may not be unreasonably withheld.

- (b) During the parental leave, credit for seniority and credit for service for the purposes of salary increment, vacation, sick leave or any other benefit under any provisions of the collective agreement or otherwise shall continue for a period of up to twenty-eight (28) weeks. In addition the employer shall continue to pay its share of the benefits provided under the collective agreement during the period of parental leave to a maximum of twenty-eight (28) weeks provided the employee pays her share. For

part-time employees, the employer shall continue to pay the vacation pay, percentage-in-lieu of benefits and/or benefits provided under the collective agreement during the period of the parental leave to a maximum of twenty-eight (28) weeks. Seniority and service accumulation shall be based on the part-time employee's normal weekly hours.

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

- (c) An employee shall reconfirm her intention to resume employment with the Hospital in writing two (2) weeks prior to the expiry of the parental leave. Subject to any changes to the employee's status which would have occurred had she not been on parental leave, the employee shall be reinstated to her former position.
- (d) Subject to confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this agreement who is in receipt of employment insurance parental benefits pursuant to Section 20 of the Employment Insurance Act shall be paid a supplemental unemployment benefit. Effective May 5, 1998, that benefit will be equivalent to the difference between eighty-four percent (84%) of her regular weekly earnings and the sum of her weekly employment insurance benefits and any other earnings. The employee shall provide the Hospital with her employment insurance cheque stub as proof that she is in receipt of employment insurance parental benefits, and such benefits shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks (which includes the extra five (5) week EI benefit for those who qualify). The employee's regular weekly earnings shall be determined by multiplying the regular hourly rate on the last day worked prior to the commencement of the leave times her normal weekly hours.

Effective April 1, 1993, in the event of a salary increment or general wage increase, retroactive or otherwise, falling due during the period of leave, the employee's rate of pay and the amount of Supplementary Unemployment Benefits shall be adjusted accordingly on the effective date of the increase.

ARTICLE 17 - LEAVE OF ABSENCE - UNION BUSINESS

17.01 Upon written request, leave of absence without pay for Union business will be granted pursuant to the following provisions:

- (a) Notice of at least two (2) weeks for a leave request of two (2) days or less shall be given to the Department Head. Request for leaves extending beyond two (2) days shall be applied for through the Director of Human Resources four (4) weeks in advance of the leaves' commencement date.
- (b) Not more than one (1) employee from a department shall be absent at any one time.

- (c) That the total number of days in any one (1) calendar year for such leave for all employees not exceed ten (10).
- (d) That such leave, if to be granted, must not affect the operation of the Hospital, but shall not be unreasonably withheld.

17.02 An employee may be granted a leave of absence without pay and without accumulation of seniority for a period not to exceed twenty-four (24) months in order to enter the employ of the Ontario Public Service Employees Union.

ARTICLE 18 - PROFESSIONAL DEVELOPMENT

- 18.01 The hospital recognizes the importance of professional staff development and shall endeavour to support in-service programmes and staff attendance at professional meetings and courses which are directly related to work responsibilities. It is understood that professional staff members shall be consulted in determining departmental educational expenditures.
- 18.02 Employees of each department shall have an opportunity to meet collectively with the Department Head or designate at least once a year to participate in discussions which determine training and development needs and priorities in the department. Based on such consultation, managers shall determine what courses or conferences shall be attended subject to the limits on available funding. Opportunities for training and development shall be equitably distributed amongst the employees in each department subject to the employee's suitability and availability and operational requirements.
- 18.3 Employees shall be entitled to Leave of Absence without loss of earnings for the time spent writing registration/certification exams applicable to their profession.
- 18.4 Where a vacant position exists which has been posted and remains vacant, an employee who has either accepted a layoff, or is under notice of layoff will be given an opportunity for training up to twelve (12) weeks' duration, if with the benefit of such training, the employee would become qualified for the vacant position. It is understood that an employee who receives training under this provision need not be considered for any further vacancies for a period of six (6) months from the date she is placed in the position.

ARTICLE 19 - PRE-PAID LEAVE PLAN

- 19.01 Effective April 1, 1989, the Hospital agrees to introduce a pre-paid leave program, funded solely by the employee, subject to the following terms and conditions:
- (a) The plan is available to employees wishing to spread four (4) year's salary over a five

- (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The employee must make written application to the manager at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.
 - (c) Only one employee from each department may be absent at any one time. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the employee, the local Union and the Hospital.
 - (d) Written applications will be reviewed by the manager and/or her division head. Applications for leaves will be given priority on the basis of seniority.
 - (e) During the four (4) years of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to her until the year of the leave or upon withdrawal from the plan.
 - (f) The manner in which the deferred salary is held shall be at the discretion of the Hospital.
 - (g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Hospital and the employee.
 - (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Seniority for part-time employees shall accumulate on the basis of an average of the previous six months regular hours worked by the employee. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which he/she is participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan. The employees will not be eligible to participate in the disability income plan during the year of the leave.
 - (i) An employee may withdraw from the plan any time during the deferral portion provided three (3) months notice is given to the manager. Deferred salary, plus accrued interest, if any, will be returned to the employee, within reasonable period of time.
 - (j) If the employee terminates employment, the deferred salary held by the Hospital plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.

- (k) 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. The Hospital will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to her within a reasonable period of time.
- (l) The employee will be reinstated to her former position unless the position has been discontinued, in which case she shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Hospital in order to authorize the Hospital to make appropriate deductions from the employee's pay. Such agreement will include:
 - 1. A statement that the employee is entering the pre-paid leave program in accordance with Article 19 of the Collective Agreement.
 - 2. The period of salary deferral and the leave period for which the leave is requested.
 - 3. The manner in which the deferred salary is to be held.

The letter of application from the employee to the Hospital to enter the pre-paid leave program will be appended to and form part of the written agreement.

ARTICLE 20 - EFFECT OF ABSENCE

20.01 Unless otherwise provided if an employee's approved absence without pay from the Hospital exceeds thirty (30) continuous calendar days, she will not accumulate service for purposes of vacation entitlement and sick leave benefit for the period of the absence in excess of thirty (30) continuous calendar days. 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 in excess of thirty (30) continuous calendar days.

Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in W.S.I.B. benefits. This provision shall be interpreted in a manner consistent with the Human Rights Code.

20.02 In the case of unpaid approved absences in excess of thirty (30) calendar days, the employee may arrange with the Hospital to prepay the full premium of the subsidized employee benefits for the period in excess of thirty (30) continuous calendar days to ensure coverage.

ARTICLE 21 - HOURS OF WORK

- 21.01 The following provisions designating regular hours on a daily shift and regular daily shifts over the Hospital's work schedules shall not be construed to be a guarantee of the hours of work to be done on each shift or during each shift schedule.
- 21.02 (a) The normal daily shift shall be seven and one half (7.5) hours exclusive of a meal time and the regular daily shifts shall average five (5) per seven (7) calendar days over the Hospital's work schedule.
- (b) Extended tours shall be established by letter of agreement. For employees that work a longer daily tour, the provisions set out in this Article governing the regular hours of work on a daily tour shall be adjusted accordingly.
- 21.03 Where an employee who is required to carry a pager during her meal period notifies her supervisor/manager that she was unable to complete 90% of her meal period due to a call, she will be paid time and one-half (1 1/2) her regular straight time hourly rate for her meal period.
- 21.04 Where a department operates on a compressed work week the hours of work shall average thirty-seven and one-half (37.5) per week over the Hospital's work schedule.
- 21.05 Each employee shall be entitled to a fifteen (15) minute rest period in each half shift worked.
- 21.06 The changing of Daylight Saving Time to Eastern Standard Time or vice versa shall not be the cause of paying more or less than the normal scheduled daily rates during the week in which such change takes place.
- 21.07 If an employee is authorized to work in excess of the hours indicated in Article 21.02, she shall receive overtime premium of one and one-half (1.5) times her regular straight time hourly rate. Overtime premium will not be duplicated for the same hours nor pyramided with any other premium payable under this Agreement.
- 21.08 Should an employee elect to do so, she may take compensatory leave in lieu of overtime pay by accumulating such hours in an Overtime Bank at the same rate in time off as the overtime premium subject to the following provisions:
- (a) that hours so banked may not exceed 37.5 at any time.
- (b) that where hours so banked exceed 30, the supervisor/manager reserves the right to require time off granted with pay be taken from the Overtime Bank.
- (c) that where accrued hours still exist in the employee's Eligible Vacation Bank thirty (30) days prior to her service date, the supervisor/manager may require that time off granted with pay be taken from the Eligible Vacation Bank unless such vacation time

has already been scheduled and approved.

- (d) that all such time off with pay shall be requested with regard for adequate levels of service and efficient operations and shall not be unreasonably withheld.
- (e) that for purposes of clarity above the following definitions shall apply:

"Eligible Vacation Bank" provides for the hours accrued in the previous fiscal year and still not utilized in the present fiscal year. These hours must be used by the end of the current fiscal year.

"Accrued Vacation Bank" provides for the hours accumulated in the present fiscal year normally for use in the next fiscal year.

"Total Accumulated Vacation" are the net hours combining both Eligible and Accrued Vacation Banks.

21.09 Work schedules for employees required to rotate through two or more shifts and employees required to work weekends shall be posted at least two (2) weeks in advance. It is understood that management retains the right to alter schedules due to illness relief, workload, separations, and other unforeseen circumstances subject to the following conditions:

- (a) It shall be the responsibility of the employee to consult posted work schedules. The Hospital will endeavour to provide as much advance notice as is practicable of a change in the schedule. Changes to the work schedule shall be brought to the attention of the employee. Where less than forty-eight (48) hours' notice is given personally to the employee, time and one-half of the employee's regular straight time hourly rate will be paid for all hours worked on the first shift of the new schedule.

In the event of a cancellation of a shift, the selection of the employee affected will be consistent with Article 11.03; however, the selection will be confined to the employees in the classification and at the site who are scheduled to work the shift. Where practical, the Hospital will endeavour to exchange shifts prior to cancellation so that loss of a shift affects probationary then casual and temporary employees before regular employees.

- (b) When a part-time employee elects to work additional hours on a casual basis, it shall not be deemed to be a change in schedule provided she has the right to refuse the additional hours.
- (c) An employee who reports for work as scheduled, unless otherwise notified by the Hospital, shall receive a minimum of four (4) hours pay at her regular straight time hourly rate. She shall be required to perform any professional duties assigned by the Hospital which she is capable of doing, if her regular duties are not available.

In the event of a cancellation of part of a shift as indicated above, the selection of the

employee affected will be consistent with Article 11.03; however, the selection will be confined to the employees in the classification and at the site who are working the shift.

- 21.10 The parties agree that the various practices in effect at the date of this Agreement with respect to scheduling of work are acceptable. In the event the Hospital finds it necessary to adjust these schedules in a specific area to meet workload requirements, it will discuss the required changes with the local Union prior to implementing the changes.
- 21.11 A request for a change in a posted time schedule must be submitted in writing to the department head co-signed by an employee willing to exchange days off or shifts. It is understood that such change in shifts or days off initialled by the employees and approved by the Hospital shall not result in overtime payment.
- 21.12 It is understood that no employee shall be required to work more than seven (7) consecutive days. If however, exigency requires that she works more than seven (7) consecutive days, she shall be paid time and one-half (1 1/2) her regular straight time rate of pay for hours worked on consecutive days in excess of seven (7) days.

Further, these provisions shall not extend so far as to cover respiratory therapists who may work on the seventh and consecutive day as a result of returning to work on a call-back while on stand-by. The Hospital will endeavour to schedule the respiratory therapist for only one seven day period of stand-by once per month. Should the respiratory therapist be scheduled seven consecutive days on two separate occasions in the same month, the employee shall be paid time and one half (1 1/2) her regular straight time rate of pay for hours worked on the eighth and each subsequent day following the second seven day stand-by rotation.

- 21.13 Where an employee is required to work on a paid holiday, or on an overtime shift, or on a shift that is paid at the rate of time and one-half (1 1/2) her regular straight time hourly rate, and she is required to work additional hours following her full shift on that day (but not including hours on a subsequent regularly scheduled tour for such employee) she shall receive two (2) times her regular straight time hourly rate for such additional hours worked.
- 21.14 A full-time employee and her department head may mutually agree to reduce the hours of her normal work week by up to a maximum of 7.5 hours. Such employee shall retain her full-time status for the purpose of vacation, sick leave and earned benefits and would not be entitled to the percentage in lieu. Such benefits shall be reduced in proportion to the reduction in hours worked (refer to Appendix "B" attached). It is understood that this arrangement does not constitute a layoff.

21.15 Weekends

The Hospital shall schedule employees (other than casual employees) a minimum of one (1) weekend off in three (3), except where an employee has requested to work weekends. Weekends worked in excess of the foregoing shall be paid at the rate of time and one-half (1½), save and except where:

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

Standby and call back on the weekend are considered working a weekend.

21.16 Minimum Hours Between Change of Shift

Except for schedules established by mutual agreement between the Hospital and the affected employees, upon a change of shift (i.e. when an employee changes from day to evening or night shift, or from night to day or evening shift, or from evening to day or night shift) the Hospital shall endeavour to provide a minimum period of sixteen (16) hours between the end and resumption of work by any employee and failing this, effective February 23, 1999 the employee shall be remunerated for her next scheduled shift at the rate of time and one-half (1 ½) for the number of hours the interval is short of sixteen (16) hours except where the employee had requested a change in shift such that the period of sixteen (16) hours did not elapse.

- 21.17 It is agreed that schedules shall not be created which consist of shifts less than 3.75 hours.

ARTICLE 22 - STANDBY, CALLBACK, SHIFT PREMIUM

- 22.01 An employee who is required to remain available for duty on standby outside her regularly scheduled working hours shall receive pay in the amount of \$2.10 for each hour of standby scheduled by the Hospital. Effective April 24, 1992, standby pay is increased to two dollars and fifty cents (\$2.50) per hour. Also effective April 24, 1992, where such standby duty falls on a paid holiday as set out in Article 23.01, the employee shall receive standby pay in the amount of three dollars (\$3.00) per hour. Standby pay shall, however, cease where an employee is called into work under Article 22.02 below and works during the period of standby.

- 22.02 Call back shall be subject to the following provisions:

- (a) An employee who is on standby at the Queensway-Carleton Hospital and is called back outside her regularly scheduled hours shall be paid a minimum of two (2) hours pay at time and a half (1.5) her straight time hourly rate for work performed on each such callback except to the extent that such two (2) hour period overlaps or extends into her regular shift in which case she will receive only time and one-half (1.5) for those hours from the time of sign-in to the commencement of her regular shift.

Effective February 23, 1999 this article applies to all sites.

- (b) Where an employee who is on standby is required to work authorized overtime and receives a call-back at any time during such overtime, such employee shall be paid the greater of either a call-back or the scheduled overtime.
- (c) It is understood that an employee who remains on the Hospital premises after having completed her scheduled shift and is called back, such employee shall be paid call-back premium as outlined above.
- (d) When an employee is required to travel to the Hospital or to return to her home at any time while on standby, the Hospital will pay transportation costs either by taxi or by her own vehicle at the rate of twenty-five cents (25¢) per kilometer to a maximum of twenty dollars (\$20) or such greater amount as the Hospital may in its discretion determine for each trip. The employee will provide to the Hospital satisfactory proof of payment of such taxi fare.

22.03 A shift premium of one dollar (\$1.00) per hour shall be paid for all regular hours worked by an employee after 16:00 hours until 23:00 hours provided the employee's shift extends beyond 18:00 hours. A shift premium of one dollar twenty-five cents (\$1.25) per hour shall be paid for all regular hours worked by an employee between 23:00 hours until 07:00 hours. The additional \$0.25 for the night period shall be effective February 23, 1999.

22.04 An employee shall be paid a weekend premium of forty-five cents (45¢) per hour for each hour worked between 24:00 hours Friday and 24:00 hours Sunday. Effective April 24, 1992, Weekend premium is increased to one dollar and thirty-five cents (\$1.35) per hour.

ARTICLE 23 - HOLIDAYS

23.01 The Hospital agrees to recognize the following days as designated holidays.

| | |
|----------------|------------------|
| New Year's Day | Civic Holiday |
| Good Friday | Labour Day |
| Easter Monday | Thanksgiving Day |
| Victoria Day | Christmas Day |
| Dominion Day | Boxing Day |

In addition two (2) "float" holidays will be granted six months from the date of hire and each April 1 thereafter. These holidays will be taken between April 1 and March 31st of a given year at a time mutually agreeable to the employee and the Department Head. In the event Heritage Day or some other day is proclaimed by the Government of the Province of Ontario, such proclaimed day will replace one of the float holidays.

23.02 (a) Full-time employees who are not required to work on the above holidays shall be given the day off with pay. For full-time employees working extended tours, such pay shall be for seven and one-half (7.5 hours).

- (b) A full-time employee required to work on any of the foregoing holidays, shall be paid at time and one-half (1.5) her regular straight time rate of pay for all hours worked on such holiday. In addition, if she qualifies under the provision of Article 23.02 (d), she will receive a lieu day off at her regular straight time rate of pay, such day to be granted within thirty (30) days of the date on which the holiday was observed, to be taken on a day to be arranged between the employee and the Hospital.

The lieu day for employees who work extended tours and who qualify under Article 23.02 (d) shall consist of seven and one-half (7.5) hours. Moreover, an employee working extended tours who would not normally be scheduled to work on the holiday may choose to bank the seven and one-half hours in lieu of holiday pay rather than take the lieu day. In order to maintain her normal weekly salary, such employee may use the bank to "top up" other holidays where she would have been scheduled to work but did not work because of the holiday.

- (c) Holiday pay will be computed on the basis of the number of hours the employee would otherwise work had there been no holiday, at her regular straight time rate of pay.
- (d) In order to qualify for each holiday, the employee must have worked her full scheduled tour immediately preceding and following the holiday unless her absence is due to illness and such illness commenced during the current or previous pay period.
- (e) If a holiday falls during a full-time employee's scheduled vacation period, an additional day off with pay shall be scheduled by the Hospital at a mutually agreeable time.
- (f) An employee scheduled to work on a holiday who does not report for work shall forfeit her holiday unless absent for an acceptable reason substantiated by medical certificate stating fully the reasons for the absence.
- (g) A tour that begins or ends during the twenty-four (24) hour period of the above holidays where the majority of hours worked falls within the holiday shall be deemed to be work performed on the holiday for the full period of the tour. Likewise, a tour that begins or ends during the twenty-four (24) hour period of the above holidays where the minority of hours worked falls within the holiday shall be deemed not to be work performed on the holiday for the full period of the tour.
- (h) An employee entitled to holiday pay hereunder shall not receive sick leave pay to which she may otherwise have been entitled unless she was scheduled to work that day. An employee receiving WSIB Benefits for the day of the holiday shall, subject to the above provisions, be entitled to the difference between the amount of the WSIB Benefits and the holiday pay.

23.03 A part-time employee who works on a holiday listed in Article 23.01 above shall receive time and one-half (1.5) her regular rate of pay for all hours worked on the holiday.

ARTICLE 24 - VACATIONS - FULL-TIME EMPLOYEES

24.01 The vacation year runs from January 1 to December 31 of the same year.

24.02 All employees shall be entitled to accrue vacation with pay at their regular rate for each completed month of active service (subject to Article 20, Effect of Absence) as follows:

- (a) - Laboratory Assistant
- Pharmacy Technician
- Senior Pharmacy Technician

| | | |
|------------|--------------------|------------------|
| <1 year | 1.25 days / month | |
| ≥ 1 year | 1.25 days / month | (3 weeks / year) |
| ≥ 5 years | 1.66 days / month | (4 weeks / year) |
| ≥ 15 years | 2.083 days / month | (5 weeks / year) |
| ≥ 25 years | 2.5 days / month | (6 weeks / year) |

Effective April 1, 2000:

| | | |
|------------|--------------------|------------------|
| <1 year | 1.25 days / month | |
| ≥ 1 year | 1.25 days / month | (3 weeks / year) |
| ≥ 5 years | 1.66 days / month | (4 weeks / year) |
| ≥ 14 years | 2.083 days / month | (5 weeks / year) |
| ≥ 23 years | 2.5 days / month | (6 weeks / year) |

- (b) - Health Records Administrator
- Health Records Analyst
- Reg. & Sr. Technologist
- Ultrasound Technologist
- Respiratory Therapist
- Respiratory Therapist/Sonographer
- Chiropracist
- Pathology Assistant
- Coordinator Data Quality
- Cardiac Sonographer
- Carotid Sonographer
- Recreologist
- Nuclear Medicine Technologist
- Nuclear Medicine Team Leader
- CT Scan Team Leader

| | | |
|---------|-------------------|--|
| <1 year | 1.25 days / month | |
|---------|-------------------|--|

| | | |
|------------|--------------------|------------------|
| ≥ 1 year | 1.25 days / month | (3 weeks / year) |
| ≥ 3 years | 1.66 days / month | (4 weeks / year) |
| ≥ 15 years | 2.083 days / month | (5 weeks / year) |
| ≥ 25 years | 2.5 days / month | (6 weeks / year) |

Effective April 1, 2000:

| | | |
|------------|--------------------|------------------|
| <1 year | 1.25 days / month | |
| ≥ 1 year | 1.25 days / month | (3 weeks / year) |
| ≥ 5 years | 1.66 days / month | (4 weeks / year) |
| ≥ 14 years | 2.083 days / month | (5 weeks / year) |
| ≥ 23 years | 2.5 days / month | (6 weeks / year) |

- (c) - Psychologist
- Social Worker (BSW & MSW)
- Speech Language Pathologist
- Physiotherapist & Sr. Physiotherapist
- Occupational Therapist & Sr. Occupational Therapist
- Dietitian & Sr. Dietitian
- Psychometrist
- Senior Pharmacist
- Pharmacist

| | | |
|------------|--------------------|------------------|
| <1 year | 1.66 days / month | |
| ≥ 1 years | 1.66 days / month | (4 weeks / year) |
| ≥ 15 years | 2.083 days / month | (5 weeks / year) |
| ≥ 25 years | 2.5 days / month | (6 weeks / year) |

Effective April 1, 2000:

| | | |
|------------|--------------------|------------------|
| <1 year | 1.66 days / month | |
| ≥ 1 years | 1.66 days / month | (4 weeks / year) |
| ≥ 14 years | 2.083 days / month | (5 weeks / year) |
| ≥ 23 years | 2.5 days / month | (6 weeks / year) |

24.03 An employee who leaves the employ of the Hospital for any reason shall be entitled to receive any unpaid vacation pay which is accrued to her date of separation.

24.04 (a) It is understood and agreed that vacation weeks are not necessarily continuous, however, the Hospital will endeavour to accommodate the wishes of the employees with respect to the choice of vacation dates, subject to the right of the Employer to operate the Hospital in an efficient manner.

(b) It is understood and agreed that vacation is not accumulative from year to year and must be taken by December 31st of the year following entitlement.

(c) Upon completion of probation, vacation may be taken as accrued.

24.05 The Hospital will endeavour to schedule the weekends off prior to the commencement of vacations.

24.06 (a) Where the commencement of an employee's vacation is postponed by a serious illness which requires the care and treatment of a physician and is substantiated by a medical certificate from such physician, that period of illness shall be deemed to be sick leave and shall not be counted against the employee's vacation credits.

(b) Where an employee's scheduled vacation is interrupted due to illness or accident requiring the employee to be an in-patient in a Hospital, the period of such hospitalization shall be considered sick leave. That portion of the employee's vacation which is deemed to be sick leave under the above provision will not be counted against the employee's vacation credits.

ARTICLE 25 - VACATIONS - PART-TIME EMPLOYEES

25.01 Part-time employees shall be entitled to the same vacation time off annually as is allowed full-time employees in their respective classifications. Vacation pay for part-time employees shall be as follows:

3 week vacation entitlement - 6% of earnings

4 week vacation entitlement - 8% of earnings

5 week vacation entitlement - 10% of earnings

6 week vacation entitlement - 12% of earnings

25.02 For purposes of vacation entitlement, service shall mean combined continuous service as a full-time and part-time employee. For the purpose of this clause, 1500 paid hours of part-time service shall equal one (1) year of full-time service and vice versa.

ARTICLE 26 - SICK LEAVE - FULL-TIME EMPLOYEES

26.01 Sick leave is the period of time when an employee is permitted to be absent from work with pay due to:

(a) sickness or injury, rendering her unable to perform her regular duties and is not compensable time under the Workers' Safety and Insurance Act.

(b) essential, personal, medical and dental appointments which cannot be scheduled outside regularly scheduled working hours.

26.02 After successful completion of the probation period, employees shall accumulate sick leave credit in accordance with the Hospital's Disability Income Plan on the basis of one

and one-half (1.5) days credit for each month of service since date of hire. Sick leave shall be subject to the following conditions:

- (a) Absence for sickness or accident compensable by the Workplace Safety and Insurance Board will not be charged against sick leave credits.
- (b) An employee, in all cases of absence due to illness, may be required to produce a medical certificate signed by a duly qualified medical practitioner stating fully the reasons for the absence. Such a medical certificate must be presented prior to a return to work in cases of absence due to illness of three (3) or more scheduled working days.
- (c) An employee will not be entitled to sick pay during a leave of absence without pay or during vacation period, subject to Article 24.07.
- (d) in the case of an employee who is laid off or separated by reason other than retirement prior to termination of her illness or injury, the payment of sick leave benefits shall cease on the date of layoff or separation when the disability started within the two months preceding the layoff date, and notice of layoff or separation was given prior to the beginning of the disability. In all other situations related to layoff or separation, benefits shall be paid for the lesser of the duration of the disability, the utilization of all accumulated days, or 15 weeks.
- (e) If the Employer requires the employee to obtain a medical certificate, the employer shall pay the full cost of obtaining the certificate.

26.03 Disability Income Plan

This Disability Income Plan is segregated into three components;

Sick Leave - period from onset of illness to the end of week fifteen (15).

Employment

Insurance - period from week sixteen (16) to week thirty (30), both inclusive.

Long-term

Disability - period from week thirty-one (31) (210 continuous calendar days) until the sooner of return to gainful employment, age sixty-five or death.

(a) Sick Leave Period

Every full-time employee shall accumulate (bank) sick credits at the rate of one and one-half days per month. Following the three month probationary period, an employee becomes eligible for sick leave benefits at the rate of 100% of regular pay for each day of sick leave accumulated. When this "bank" is exhausted, the rates set out below apply up to the end of the sick leave period.

| | |
|------------------------------------|--------------------------|
| 3 months to 1 year of service | - 66 2/3% of regular pay |
| 1 year of service but less than 2 | - 70% of regular pay |
| 2 years of service but less than 3 | - 80% of regular pay |
| 3 years of service but less than 4 | - 90% of regular pay |
| 4 years of service or over | - 100% of regular pay |

There is no waiting period for the first three absences through disability in the twelve month period from April 1st to March 31st, nor if an employee has time accumulated in his "bank". For the fourth and subsequent illnesses, provided there is no time left in the "bank" benefits will begin on the third day of the illness.

When an employee's "bank" is exhausted, all sick leave paid to the employee is recorded as "borrowed" against future bank. When the employee returns, she begins accumulating her bank again and thus reducing what she has borrowed.

If the employee is sick again while her balance is still in the negative, she is eligible for benefits, subject to the previous paragraph, but only at the percentage of salary accorded by her service, and up to limits as follows;

Employees working a 7.50 hour day limited to 562.50 hours (75 working days)

Termination of employment or transfer out of Full-time Conditions

Employees who terminate, or transfer from full-time employment, with hours accumulated in their bank, do not receive a cash out payment. Those with a negative bank are not required to pay the cost of the negative hours.

Re-employment and Transfer back to Full-time Conditions

Employees who are re-employed on full-time conditions do not inherit their previous balance, either positive or negative. Staff transferring back to full-time conditions inherit their previous sick bank, positive or negative.

(b) Employment Insurance Period

Employment Insurance benefits are available for disabled employees for a fifteen week period. The amount received by an employee will be determined by U.I.C. based upon the employee's gross earnings.

(c) Long-term Disability Period

Benefits commence following the end of Employment Insurance benefits subject to the eligibility requirements of the carrier. Coverage is at 75% of regular salary to a maximum of \$5,000 per month. The premium for this benefit is shared by the hospital and the employee, as per Article 27.02.

(d) Benefit Coverage During Absences Due to Disability

See Article 27.07 for benefit coverage during absence due to disability. There shall be no cost to the employee of the premiums for LTD Benefits or Basic Group Life Insurance while in receipt of LTD benefits.

26.04 (a) Workers' Safety and Insurance

An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Worker's Safety and Insurance for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit she would receive from Workers' Safety and Insurance if her claim was approved, or the benefit to which she would be entitled under the short-term sick portion of the disability income plan. 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 and Insurance Board. If the claim for Workers' Safety and Insurance compensation is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short-term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

(b) Modified Work

The Hospital and the Union mutually support the establishment and on-going development of a Modified Work Program which includes early assessment of the injury and clinical based identification of the employee's physical limitations and reasonable work/workplace accommodation which facilitates the rehabilitation of the injured employee. The Modified Work Program will be administered in accordance with Hospital policy f-025 and the Hospital Modified Work Proposal dated March 1991 or as may be amended through consultation with the Joint Occupational Health and Safety Committee. Notwithstanding the foregoing, such amendments will not result in any lesser benefit than the existing program.

The Hospital will not impose a penalty on an employee who declines to participate in the Hospital's Modified Work Program.

Prior to the establishment of a Modified Work Program assignment, the Hospital agrees that the mutual consent of the Union is required to waive or set aside a provision of this collective agreement.

ARTICLE 27 - EARNED BENEFITS

27.01 (a) The Hospital agrees to contribute one hundred percent (100%) of the billed premium under the Hospital Life Insurance Plan to a maximum coverage of twice the annual

rate of earnings rounded to the nearest five hundred dollars (\$500) for each full-time eligible employee in the employ of the Hospital subject to the terms and conditions of such plans.

The Hospital also agrees to make the Hospital of Ontario Voluntary Life Insurance Plan (HOOVLIP) or its equivalent available to the employees subject to the provisions of the plan at no cost to the Hospital.

- (b) The Hospital agrees to contribute one hundred percent (100%) of the billed premium for semi-private hospitalization insurance for each full-time eligible employee in the employ of the Hospital.
- (c) Effective the first of the month following satisfaction of enrolment requirements and subject to the requirements of the Carrier, eligible employees in the bargaining unit who have so elected, shall be entitled to participate in the Standard Extended Health Care Benefits Plan with ten dollars (\$10) (single) and twenty dollars (\$20) (family) deductible. The Hospital shall contribute seventy-five percent (75%) of the billed premium, provided the balance of the monthly premium is paid by the employee through payroll deduction. In addition to the standard benefits, coverage will include vision care (max. \$90.00 every 24 months; effective April 1, 2000 - max. \$150.00 every 24 months), as well as hearing aid allowance (lifetime max. \$300.00 per individual).
- (d) Effective the first of the month following satisfaction of enrolment requirements and subject to the requirements of the Carrier, eligible employees in the bargaining unit who have so elected shall be entitled to participate in the Group Dental Plan (Blue Cross #9, or its equivalent based on the current O.D.A. fee schedule as that schedule is amended during the life of the present Collective Agreement) subject to the terms and conditions of the Plan.

The Hospital shall contribute seventy-five percent (75%) of the billed premium towards coverage of eligible participating employees under the Plan in the employment of the Hospital and such employees shall pay the remaining premium through payroll deductions.

- 27.02 The Hospital agrees to contribute fifty percent (50%) of the billed premium under its own long term disability plan subject to the terms and conditions of such plan provided the balance of the monthly premium is paid by the employee through payroll deduction.
- 27.03 Employees shall enrol in the Hospitals of Ontario Pension Plan (HOOPP) in accordance with the provisions and requirements of the Plan.
- 27.04 The Hospital may at any time substitute another carrier for any plan provided that the benefits conferred thereby are not in total decreased. Such substitution will not occur on less than sixty (60) days notice to the Union.
- 27.05 The Hospital shall provide each employee with information booklets outlining all of the current provisions in the benefits plans defined in Article 27 and shall provide the Union

with a copy of all current information booklets provided to the employees.

- 27.06 In addition to their hourly rate, regular part-time employees, casual and temporary employees shall receive in lieu of all fringe benefits (being those benefits to an employee paid in whole or part of direct compensation or otherwise, save and except salary, Pregnancy/Parental Leave, U.I.C. Sub-Plan, vacation pay, stand-by pay, call-back guarantee, weekend premium, responsibility allowance, bereavement leave and court attendance), the amount of fourteen percent (14%) added to the hourly rate.

It is understood and agreed that the part-time employees' hourly rate (or straight time hourly rate) in this agreement does not include the additional fourteen percent (14%) which is paid in lieu of fringe benefits and accordingly the fourteen percent (14%) add on payment in lieu of fringe benefits will not be included for the purposes of computing vacation pay, overtime payments or any other premium payment.

- 27.07 The Hospital shall continue to pay its share of the premiums for benefit plans for employees who are on paid leave of absence or Workers' Safety Insurance or at any time when salary is received, or as provided in Article 20. Such payment shall also continue while an employee is on sick leave (including the Employment Insurance period) or on L.T.D. to a maximum of thirty (30) months from the time the absence commenced.
- 27.08 Continuation of Benefits After Retirement

Employees who retire shall be entitled to maintain coverage at their own cost, in Extended Health Care and Dental Plans.

ARTICLE 28 - BULLETIN BOARDS

- 28.01 The Hospital will provide bulletin board space for the purpose of posting notices regarding meetings and other matters restricted to Union matters. All such notices must be signed by a member of the Union executive and approved by the Director of Human Resources prior to being posted.

ARTICLE 29 - MISCELLANEOUS

- 29.01 Each new employee shall at the time of hiring, receive a letter stating salary, classification and salary range for the classification according to Schedule "A". The Hospital agrees to supply the Bargaining Unit President with the name, classification and commencement date of each new employee within one (1) month of such commencement date.
- 29.02 Any reorganization affecting members of the bargaining unit (including any addition or deletion of classifications) shall be discussed with the Union at least four (4) weeks prior to implementation.
- 29.03 New Classification

When a new classification in the bargaining unit is established by the Hospital or the Hospital makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Hospital shall advise the Union of such new or changed classification and the rate of pay and the vacation entitlement established. If requested, the Hospital agrees to meet with the Union to permit it to make representations with respect to the appropriate rate of pay and vacation entitlement providing any such meeting shall not delay the implementation of the new classification. Where the Union challenges the rate and vacation entitlement established by the hospital and the matter is not resolved following any meeting with the Union, a grievance may be filed at Step #2 of the grievance procedure within ten (10) working days following any meeting. If the matter is not resolved in the grievance procedure, it may be referred to arbitration in accordance with Article 9. Any increase in the rate or vacation entitlement established by the Hospital either through meetings with the Union or by a Board of Arbitration shall be made retroactive to the time at which the new or changed classification was first filled.

- 29.04 A copy of this Agreement, in a mutually suitable form, will be made available by the Hospital to each employee now employed and as employed. Printing costs of these Agreements will be shared between the parties.
- 29.05 The Union may use accommodation in the Hospital for meetings at a time mutually agreed upon by the Hospital and the Union provided such meetings are not held during normal working hours.
- 29.06 Notices to Union representatives may be delivered by Hospital facilities.
- 29.07 In recognition of the desirability of maintaining the highest possible standards of care for the public, the Employer and the Union agree that from and after the commencement of this agreement, it shall be a condition of employment that each new employee herein shall be eligible for membership in the professional association pertaining to the job classification of any employee so affected.
- Employees who are required to maintain certificates of registration under their respective Health Professions Act shall present proof of registration to their department head within 30 days of the date required by their respective college.
- 29.08 The Hospital agrees to provide copies of all new or revised Job Descriptions for all positions for which the Union is bargaining agent.

ARTICLE 30 - SALARIES AND ALLOWANCES

- 30.01 Salary scales for employees shall be as set forth in Schedule "A", attached hereto, and forming part of this agreement.
- 30.02 Each part-time employee will be advanced according to merit from her present level to the

next incremental level set out in Schedule "A" of this agreement after working fifteen hundred (1500) hours since her last "Service Review Date". This clause shall not mean that an employee will be granted more than one (1) salary increment within a twelve (12) month period.

- 30.03 Employees who change their status shall receive credit for their experience as follows:
- (a) A full-time employee whose status is altered to part-time will receive credit of her full experience with the Hospital. The employee will assume her same level on the salary grid and all regular hours worked since the date of her last advancement on the grid shall be credited towards her next service review increment in accordance with the part-time provisions outlined in Article 30.02.
 - (b) A part-time employee whose status is altered to full-time will assume her same level on the salary grid and her anniversary date for salary increment purposes shall be adjusted to recognize that portion of 1500 hours already accrued based on all regular hours worked since the date of her last advancement on the grid.
- 30.04
- (a) Claim for recent related clinical experience, if any, shall be made in writing by the employee at time of hiring or change from casual to regular status. The employee shall co-operate with the Hospital by providing verification of previous experience so that her recent related clinical experience may be determined and evaluated during her probationary period. The employee shall be given credit for one (1) year's service for every year of recent related clinical experience, as determined by the Hospital. However, an employee shall not be placed on the last step of the salary grid. The employee may be placed at the start rate until verification, satisfactory to the Hospital and the rate established will be retroactive to the date of hiring.
 - (b) Determination of the weight to be given to the experience claimed by an employee shall be left to the Department Manager who will consider:
 - (a) Recent related experience which shall be defined as experience gained in the same classification or occupation within the three year period to the date of the application.
 - (b) The scope of responsibilities in previous classifications or occupations.
 - (c) The comparability of the experience gained in previous classifications or occupations to the clinical requirements and responsibilities of the job applied for at the Hospital.
 - (c) Pharmacists who have successfully completed a Hospital Pharmacy Residence Programme shall be given credit for one (1) year's service.
- 30.05 In the case of full-time employees, annual increments will normally become effective the first day of the pay period following the anniversary date of employment with the Hospital. Increases will be given on merit only and will, in no sense, be regarded as automatic. Whenever a merit increase is to be withheld, Management will inform the employee, in

writing, giving the reasons why the increase may be withheld and what improvements are necessary in the employee's performance in order to insure that the increase will be granted. The employee will have the right to grieve where a merit increase has been withheld. Periods of unpaid absence in excess of thirty (30) consecutive calendar days shall not be credited as qualifying time for annual increments.

- 30.06 Where the Hospital temporarily assigns an employee to accept the responsibility and carry out the duties of a Managerial Position for a minimum period of five (5) consecutive working days, she shall be paid a responsibility allowance equal to 10% of her daily rate for all regular scheduled hours worked in such capacity. This shall not extend so far as to permit an employee who is temporarily replacing the manager/supervisor in the departments of Pharmacy, Laboratory, or Psychology to earn more than her respective manager.

Any employee who is temporarily required to accept the responsibility and carry out the duties of a higher classification in the bargaining unit for a period longer than five (5) working days shall be paid for the period in which she carried out the duties of the classification at the rate of such classification so that she shall receive no less an increase in salary than the equivalent of one step in the salary range of her own classification.

- 30.07 In addition to the departmental dress codes which may be established for uniformity, professional image and safety, the Hospital shall make available in each department a supply of lab coats for use from time to time by staff when performing tasks which warrant protective outer wear. The Hospital will provide for the laundering and repair of such lab coats when and as needed.

- 30.08 Effective February 6, 1990, members of the Geriatric Outreach Assessment Team who are authorized to use their own vehicles for business transportation will receive the following vehicle allowances:

- (a) \$0.32 per kilometre (upon entering the western territory). Effective April 1, 2000 this rate is increased to \$0.36.
- (b) reimbursement of parking expenses incurred in the course of their duties, including parking expenses incurred at the Hospital.
- (c) reimbursement for the business portion of auto insurance premiums.

All travel expenses claimed in Union with this Article, will, where reasonably possible be supported by receipts of payment.

ARTICLE 31 - ACCIDENT PREVENTION - HEALTH & SAFETY COMMITTEE

- 31.01 (a) 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, injuries and illnesses.

- (b) 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 plus one (1) alternate selected or appointed by the Union from amongst bargaining unit employees.
- (c) Such Committee shall identify potential dangers and hazards and shall recommend action to be taken to improve conditions related to health & safety.
- (d) The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfil its function. In addition, the Hospital will provide the Committee with reasonable access to all accident reports, health and safety records and any other pertinent information in its possession.
- (e) 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.
- (f) Any representative appointed or selected in accordance with Part (b) hereof shall serve for a term of one (1) calendar year from the date of appointment which may be renewed for further periods of one (1) year. 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 and any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.
- (g) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- (h) All time spent by a member of the Accident Prevention - Health and Safety Committee attending meetings of the Committee and carrying out her duties, shall be deemed to be work time for which she shall be paid by the Hospital at her regular rate or premium rate as may be proper, and she shall be entitled to such time from work as is necessary to attend scheduled meetings.
- (i) Where the Hospital identifies high risk areas where employees are exposed to infectious or communicable diseases for which there are available protective medications, such medications shall be provided at no cost to the employee.

ARTICLE 32 - RETROACTIVITY

32.01 All agreements listed in this clause which affect money payments by the Hospital to individual employees shall be retroactive to April 1, 1998 and shall apply to all employees in the bargaining unit as of that date. For the purpose of this clause, the following shall be paid retroactively: salaries (based on all hours paid), compensation in lieu of benefits for part-time, temporary and casual employees, stand-by pay, call-back pay, shift premium,

responsibility allowance, uniform allowance, overtime, holiday pay, vacation pay and transportation allowance. For those no longer in the employ as of the date of signing of the Collective Agreement, the Hospital shall give notice of their entitlement to retroactive salary increases only by Registered Mail to the last place of residence listed in the Hospital's records, with a copy of the notice to be sent to the Union. Only those employees who apply in writing within thirty (30) days of the date of mailing of the notice shall be entitled to receive money under this retroactivity provision.

ARTICLE 33 - TERM OF AGREEMENT

33.01 This Agreement shall remain in force until March 31, 2001, and shall continue from year to year thereafter unless either party notifies the other, in writing, of termination or proposed revisions, additions or deletions, to or from the Agreement. Such notification will be given not more than ninety (90) days prior to the expiry date of the current Agreement.

DATED AT NEPEAN, THIS _____ DAY OF _____, 2001.

ON BEHALF OF THE
ONTARIO PUBLIC SERVICE
EMPLOYEES' UNION

ON BEHALF OF THE
QUEENWAY-CARLETON HOSPITAL

LETTER OF AGREEMENT

Between

THE QUEENSWAY-CARLETON HOSPITAL

and

THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION

Re: CONSECUTIVE DAYS OF WORK - ARTICLE 21.12

It is agreed that on a voluntary basis employees may be scheduled to work more than seven (7) consecutive days without penalty to the Hospital as defined in Article 21.12, provided they have entered into a Letter of Agreement with their Manager. Copies of the Letters of Agreement will be forwarded to the Director of Human Resources and the Labour Relations Officer for the Ontario Public Service Employees Union for approval.

Please signify your concurrence with this language by your signature.

FOR THE HOSPITAL

FOR THE UNION

DATED _____

LETTER OF AGREEMENT

REQUEST FOR LEAVE FROM ARTICLE 21.12

This letter shall serve to confirm the agreement reached between the undersigned Employee and Manager regarding Article 21.12.

The undersigned Employee and the Department Manager have voluntarily agreed to establish work schedules which exceed seven (7) consecutive days. The Union and the undersigned agree not to hold the Hospital liable for payment of the premium defined in Article 21.12 as it applies to the following agreed conditions of scheduling (e.g. not to exceed ten (10) days and a four (4) day weekend every other week):

This letter of agreement shall come into effect as of _____ or run
from _____ to _____
(date) (date)

and may be cancelled or changed by either party with ____ days notice.

It is further understood that copies of this letter will be forwarded to the Director of Human Resources and the Ontario Public Service Employees Union, Staff Representative.

Signed:

DEPARTMENT MANAGER

EMPLOYEE

(date)

(date)

LETTER OF UNDERSTANDING

Between

THE QUEENSWAY-CARLETON HOSPITAL

and

THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION, LOCAL 491

Re: CALL-BACK ON HOLIDAYS

The parties agree that employees who have already worked a normal daily shift on a holiday and who have been called-back on such same holiday shall receive a minimum of two (2) hours at two (2) times her regular straight-time hourly rate for all hours for which that employee was called-back on that holiday.

FOR THE HOSPITAL

FOR THE UNION

DATED _____

APPENDIX A

Memorandum of Agreement

JOB SHARING

Two employees may share a full-time position subject to the agreement of all the parties and provided the following conditions are met:

1. Job sharing shall be initiated by the incumbent of a full-time position who wishes to enter into such an arrangement and shall require the approval of the Hospital.
2. If approved, the partnership vacancy shall be posted and selection based on the criteria set out in the Collective Agreement (in particular but not limited to Article 12) save and except that the incumbent retains the right to withdraw her offer to job share should the successful candidate be unacceptable to the incumbent.
3. Posted schedules for job sharers shall be based on the schedules that would apply to a full-time employee holding that position. Such schedules shall conform with the scheduling provisions of the Collective Agreement. The division of the scheduled shifts shall be determined by mutual agreement of the two employees and the Manager/Supervisor of the Department.
4.
 - (a) Job sharers shall endeavour to cover for their partner in all absences including vacation, but shall not be required to cover for their partner for extended sick leaves, or any other lengthy absence, unless mutually agreed otherwise. In the event of a lengthy absence, the absent partner shall not be required to arrange for coverage of her shifts.
 - (b) For purposes of this Agreement, the term lengthy absence shall be defined as an absence extending beyond two weeks.
5. The Hospital may give notice to terminate this agreement at any time. Once notice to terminate this agreement has been given, the job sharing partner with the least seniority in the position must apply for all posted regular full-time and regular part-time vacancies that he/she is qualified to fill. Once that job sharing partner has transferred to another position, the remaining job sharing partner will resume full-time status in that position.
6. In the event that a partnership is dissolved as a result of the departure of one of the partners, except in the event of a layoff, the vacant half of the job sharing position shall be posted in accordance with Article 12 of this agreement. Failing the selection of a new job sharing partner that is acceptable to the Hospital and the incumbent: the incumbent shall be offered the option of accepting the full-time position or reverting to a vacant part-time classification. In the event of the incumbent selecting the latter option, the job-sharing position shall be declared a vacant full-time position and so posted.
7. In the event of layoff which affects the job sharers or the position which is being shared, the Hospital will endeavour to preserve the job sharing arrangement. In the event the arrangement cannot be continued as a result of the layoff procedures, the Hospital will give notice to terminate the agreement and the incumbents will be considered to occupy two part-time positions and the full-time position will be deemed

to no longer exist.

8. All job sharers shall otherwise be treated as regular part-time employees and shall be subject to the provisions of the Collective agreement including layoff provision.

APPENDIX B

**RE: Reduction in Hours in Normal Work Week for Full-Time Staff
Article 21.15**

This Letter of Agreement shall serve to confirm the agreement reached between the undersigned Employee and Director regarding Article 21.15.

The undersigned Employee and Department Director have mutually agreed to reduce the hours in the normal work week by _____ (up to a maximum of 7.5 hours) while retaining full-time status for the purpose of benefits. Such benefits shall be reduced in proportion to the reduction in hours worked as indicated.

Holidays:

- 10 days per year subject to Article 23.02. One float will be provided to employees whose reduction of hours is 3.75 hours or less

Vacation, Sick Leave Credits:

- Accrual based on the agreed hours of work

Basic Group Life Insurance,
Accidental Death & Dismemberment,
Long-Term Disability:

- Benefit amount based on reduced gross salary.

Hospitals of Ontario Pension Plan:

- Contributions based on reduced regular gross earnings

Optional Life Insurance,
Optional Accidental Death &
Dismemberment:

- Benefit determined by amount elected

Dental, Extended Health Care,
Vision Care:

- Benefit amount and premium not affected

This Agreement will be for a six (6) month trial period after which it will become a permanent arrangement. Within the six (6) month trial period the Agreement may be cancelled by either party with a minimum of thirty (30) days notice unless otherwise mutually agreed upon. The six (6) month trial period may be extended upon mutual agreement.

This Letter of Agreement comes into effect as of _____. Benefit changes are effected the first day of the month following the change.

DATED at NEPEAN, Ontario this _____ day of _____, 2001.

SIGNED:

[DIRECTOR]

[EMPLOYEE]