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NO.	96	04	01
ISS.	99	03	31

# Collective Agreement

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between

**Ontario Public Service Employees Union  
and its Locals 342 & 343**

**AND**

**Peterborough Regional Health Centre**

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Duration: TO: March 31, 1999





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## ARTICLE 1 - PURPOSE

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

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

## ARTICLE 2 - DEFINITIONS

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

## ARTICLE 3 - NO DISCRIMINATION OR HARASSMENT

- 3.01 The Hospital and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practised by any of their representatives with respect to any employee because of his membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising his rights under the Collective Agreement.
- 3.02 It is agreed that there will be no discrimination by either party or by any of the employees covered by this Agreement on the basis of race, creed, colour, national origin, sex, marital status, age, religious affiliation or any other factor which is not pertinent to the employment relationship.
- 3.03 Every employee who is covered by this agreement has a right to freedom from harassment in the workplace in accordance with the Ontario Human Rights Code.

## ARTICLE 4 - NO STRIKE/NO LOCKOUT

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

## ARTICLE 5 - UNION SECURITY (Dues Deduction)

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

## ARTICLE 6 - REPRESENTATION AND COMMITTEES

### 6.01 Union Stewards

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

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

The number of stewards, the areas which they represent, are to be determined locally and will be set out in the Local Provisions Appendix.

### 6.02 Grievance Committee

The Hospital will recognize a grievance committee comprising of members to be elected or appointed from the bargaining unit. One member shall be chairman. The purpose of the committee is to deal with grievances as set out in this Collective Agreement.

The number of employees on the grievance committee shall be determined locally and shall be set in the Local Provisions Appendix.



### 6.03 Labour-Management Committee

- (a) The parties mutually agree that there are matters that would be beneficial if discussed at a Labour-Management Committee Meeting during the term of this Agreement. The Committee shall be comprised of an equal number of representatives of each party as mutually agreed and shall meet at a time and place mutually satisfactory. The Committee shall meet once every *two (2)* months, unless agreed otherwise. A request for a meeting hereunder will be made in writing at least fourteen **(14)** days prior to the date proposed and accompanied by an agenda of matters proposed to be discussed. Where a Hospital has two or more agreements with OPSEU, then a joint committee shall represent all units unless otherwise agreed.
- (b) In the event of reorganization or restructuring of the Hospital, which will have potential adverse effects upon employees in the bargaining unit, the parties agree that they will discuss possible ways and means of avoiding or minimizing the impact, including:
- identifying and proposing possible alternatives to any action that the Hospital may propose taking;
  - identifying and seeking ways to address on-the-job retraining needs of employees;
  - identifying vacant positions within the Hospital for which surplus members of the bargaining unit might qualify, or such positions which are currently filled but which are expected to become vacant within a twelve **(12)** month period.

To allow the Labour Management Committee to carry out its mandated role under this Article (6.03 (b)), the Hospital will provide the Committee with pertinent financial and staffing information and with a copy of any reorganization plans which impact on the bargaining unit.

### (c) Professional Responsibility

Where an employee, or group of employees, covered by this agreement and governed by an Ontario College under the Health Disciplines Act, have cause to believe that they are being asked to perform more work than is consistent with proper patient care it is agreed by the parties that such workload problems may be discussed by the local Labour Management Committee. Such complaint must be filed in writing within fifteen (15) calendar days of the alleged improper assignment.

6.04 (a) Negotiating Committee

The Hospital agrees to recognize a negotiating committee comprised of members to be elected or appointed from the bargaining unit. Where the Hospital participates in central bargaining, the purpose of the negotiating committee shall be to negotiate local issues as defined in this Collective Agreement. Where the Hospital does not participate in central bargaining, the purpose of the negotiating committee shall be to negotiate a renewal of this Collective Agreement. The Hospital agrees that the members of the negotiating committee shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending negotiating meetings with the Hospital up to, and including, conciliation.

The number of members on the negotiating committee shall be determined locally and will be set out in the Local Provisions Appendix.

(b) Pay for Central Negotiating Committee

Union Negotiating Committee members up to a maximum of seven (7) shall be paid for time lost from their normal straight time working hours at their regular rate of pay and without loss of leave credits for attending central negotiating meetings with the Hospital Central Negotiating Committee in direct negotiations up to and including conciliation. If the parties are unable to arrive at a negotiated collective agreement through either direct negotiations or conciliation, the Hospital agrees that members of the Union Negotiating Committee shall receive unpaid leave for purpose of attending arbitration hearings.

6.05 List of Union Representatives

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

6.06 New Employee Interview

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

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

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

“A member of a committee is entitled to,

- (a) one hour or such longer period of time as the committee determines is necessary to prepare for each committee meeting;
- (b) **such time as is necessary to attend meetings of the committee;** and
- (c) such time as is necessary to carry out [inspections and investigations under subsection 9 (26), 9 (27), and 9 (31) of the Act.]” ref: **Occupational Health and Safety Act, Sec. 9 (34)**

“A member of a committee shall be deemed to be at work during the times described [above] and the member’s employer shall pay the member for those times at the member’s regular or premium rate as may be proper.” ref. **Occupational Health and Safety Act, Sec. 9(35)**

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

7.08 Hepatitis B Vaccine

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

ARTICLE 8 - GRIEVANCE & ARBITRATION PROCEDURE

8.01 Employees shall have the right, upon request, to the presence of a Union Steward at any stage of the grievance procedure, including the complaint stage, or at any time when formal discipline is imposed. Where the hospital deems it necessary to suspend or discharge an employee, the hospital shall notify the union, in writing, of such suspension or discharge.

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

8.03 It is the mutual desire of the parties hereto that complaints shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given his immediate supervisor the opportunity of adjusting his complaint. Such complaint shall be discussed with his immediate supervisor within seven (7) calendar days from the event **giving** rise to the grievance, or from when the employee should have reasonably become aware of the event giving rise to the grievance and, failing settlement within seven (7) calendar days, it shall then be taken up as a grievance within the seven (7) calendar days following his immediate supervisor's decision in the following manner and sequence:

Step No. 1

The employee must submit the grievance in writing signed by him to his immediate supervisor and may be accompanied, if he so desires, by his union steward. The grievance shall identify the nature of the grievance, the remedy sought, and should specify the provisions of the Agreement which are alleged to have been violated. The immediate supervisor will deliver his decision in writing within seven (7) calendar days **following** the day on which the grievance was presented to him. Failing settlement, then:

Step No. 2

Within seven (7) calendar days following the decision under Step No. 1, the employee who, if he so desires, may be accompanied by his union steward, may submit the written grievance to his Department Head who will deliver his decision in writing within seven (7) calendar days from the date on which the written grievance was presented. This step may be omitted where the employee's immediate supervisor and Department Head are the same person. Failing settlement, then:

Step No. 3

Within seven (7) calendar days following the decision in the immediately preceding step, the grievance may be submitted in writing to the Chief Executive Officer of the Hospital or his designate. A meeting will then be held between the Chief Executive Officer or his designate and the Grievance Committee within seven (7) calendar days of the submission of the grievance at Step No. 3 unless extended by agreement of the parties. It is further understood that either party may have such assistance as they may desire at such meeting. The decision of the Hospital shall be delivered in writing within fourteen (14) calendar days following the date of such meeting.

8.04

Policy Grievance

A grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 3 within fourteen (14) calendar days following the Circumstances giving rise to the grievance.

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

8.05

Group Grievance

Where a number of employees have identical grievances and each one would be entitled to grieve separately, they may present a group grievance in writing, signed by each employee who is grieving, to the Department Head or his designate within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred. The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the handling of such grievance.

## 8.06 Discharge Grievance

The release of a probationary employee shall not be the subject of a grievance or arbitration. A claim by an employee who has completed his probationary period that he has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Hospital at Step No. 3 within seven (7) calendar days after the date the discharge is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

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

The Hospital agrees that it will not discharge, without just cause, an employee who has completed his probationary period.

8.07 The Hospital agrees that it will not discipline an employee without just cause.

8.08 Failing settlement under the foregoing procedure, any grievance, including a question as to whether the grievance is arbitrable, may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within fourteen (**14**) calendar days after the decision under Step No. 3 is given, the grievance shall be deemed to have been abandoned.

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

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

- 8.11 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 8.12 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 8.13 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 8.14 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority, and where there is no majority, the decision of the chairman will be final and binding upon the parties hereto and the employee or employees concerned.
- 8.15 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairman of the Arbitration Board.
- 8.16 The time limits set out in this Article are mandatory and failure to comply strictly with such time limits, except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned.
- 8.17 Wherever arbitration board is referred to in the agreement, the parties may mutually agree in writing to substitute a single arbitrator for the arbitration board at the time of reference to arbitration and the other provisions referring to arbitration board shall appropriately apply.

#### ARTICLE 9 - LETTERS OF REPRIMAND AND ACCESS TO FILES

- 9.01 Any letter of reprimand or suspension will be removed from the record of an employee eighteen (18) months following the receipt by the employee of such letter or suspension provided that the employee's record has been discipline free for such eighteen (18) month period.
- 9.02 Each employee shall have reasonable access to his file for the purposes of reviewing any evaluations or formal disciplinary notations contained therein in the presence of the Employer. A copy of the evaluation will be provided to the employee at his request.

## ARTICLE 10 - SENIORITY AND SERVICE

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

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

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

10.03 (a) (Article 10.03 (a) is applicable to part-time employees only)

(i) Part-time employees shall have their seniority expressed on the basis of number of hours worked in the bargaining unit. (The foregoing is for clarity only and therefore does not modify an employee's level of seniority under this collective agreement or previous collective agreements.)

(ii) Notwithstanding Article 10.03 (a) (i) seniority shall accrue during a pregnancy leave or parental leave. For the purposes of pregnancy leave and parental leave, seniority accrual shall be determined by multiplying the normal weekly hours times the number of weeks the employee is absent due to a pregnancy leave up to a maximum of 17 weeks and/or the number of weeks the employee is absent due to a parental leave up to a maximum of 18 weeks, whichever is applicable.

(Article 10.03 (b) is applicable to full-time employees only)

(b) Full-time employees will accumulate seniority on the basis of their continuous service in the bargaining unit from the last date of hire, except as otherwise provided in the collective agreement or previous collective agreements. (The foregoing is for clarity only and therefore does not modify an employee's level of seniority under this collective agreement or previous collective agreements.)



10.04 Seniority shall be retained by an employee in the event he is transferred from full-time to part-time or vice versa. For the purposes of the application of seniority under the agreement but not for the purposes of service under any provisions of the agreement, an employee whose status is changed from full-time to part-time shall receive credit for his seniority on the basis of 1500 hours worked for each year of full-time seniority. For the purposes of the application of seniority, under the agreement but not for the purposes of service under any provisions of the agreement, an employee whose status changed from part-time to full-time shall receive credit for his seniority on the basis of one (1) year of seniority for each 1500 hours worked. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer.

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

NOTE: Article 10.05 applies to full-time employees only.

10.05 (a) Effect of Absence

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

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

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

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

- (ii) Notwithstanding Article 10.05 (a) (i), service and seniority will accrue for a maximum period of seventeen (17) weeks if an employee's absence is due to a pregnancy leave, and for a maximum period of

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

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

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

10.07 Seniority lists and layoff and recall rights for full-time employees shall be separate from seniority lists and layoff and recall rights for part-time employees, subject to Article 11.04 (1) (c), (d) and (f).

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

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

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

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

- (a) leaves of his own accord;
- (b) is discharged and the discharge is not reversed through the grievance or arbitration procedure;
- (c) has been laid off without recall pursuant to Article 11.06 for twenty-four (24) months.

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

#### ARTICLE 11 - LAYOFF AND RECALL

NOTE: Article 1 ■ applies to Full-Time and Regular Part-Time Employees only.

11.01 In the event of a proposed layoff at the Hospital of a permanent or long term (in excess of 13 weeks) nature, the Hospital will:

- (a) provide the Union with no less than 30 calendar days' notice of long-term layoffs and no less than 5 months' notice of permanent layoff;
- (b) meet with the Union through the Labour Management Committee to review the following:
  - (i) the reason causing the layoff
  - (ii) the service the Hospital will undertake after the layoff
  - (iii) the method of implementation including the areas of cut-back and employees to be laid off
  - (iv) ways the Hospital can assist employees to find alternate employment.

- 11.02 Any agreement between the Hospital and the Union resulting from the above review concerning the method of implementation will take precedence over the terms of layoff in this Agreement.,
- 11.03 In the event of layoff, the Hospital shall lay off employees in the reverse order of their seniority within their classification, providing that those employees who remain on the job have the qualifications and ability to perform the work. Employees shall be entitled to 3 months' notice of permanent layoff. In the event of a long-term layoff, the employee shall be entitled to notice in accordance with the provisions of the **Employment Standards Act**. It is agreed and understood that Regulation 327, Section 7, of the **Employment Standard Act** applies. It is further agreed that notice to both the Union and the employees may run concurrently.

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

- 11.04 (1) An employee who is subject to permanent or long term layoff shall have the following entitlements:
- (a) accept the layoff and be placed on a recall list for twenty-four **(24)** months; or
  - (b) the employee may displace an employee who has lesser bargaining unit seniority and who is the least senior employee within her classification, identical paying classification, or lower paying classification in her discipline or department, if the employee originally subject to layoff can perform the duties of the least senior employee within her classification, identical paying classification, or lower paying classification in her discipline or department without training other than orientation.
  - (c) If the full-time employee cannot displace a full-time employee in (b), the employee may displace a part-time employee who has lesser bargaining unit seniority and who is the least senior employee in her classification, identical paying classification, or lower paying classification in her discipline or department, if the employee originally subject to layoff can perform the duties of the least senior employee in her classification, identical paying classification, or lower paying classification in her discipline or department without training other than orientation.
  - (d) If the part-time employee cannot displace a part-time employee in (b), the employee may displace a full-time employee who has lesser bargaining unit seniority and who is the least senior employee in her classification, identical paying classification, or lower paying classification in her discipline or department, if the employee originally subject to layoff can perform the duties

of the least senior employee in her classification, identical paying classification, or lower paying classification in her discipline or department without training other than orientation.

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

- (9) (i) If the full-time employee cannot displace a full-time employee in (e), the employee may displace a part-time employee who has lesser bargaining unit seniority and who is the least senior employee in another department, if the employee originally subject to layoff can perform the duties of the least senior employee in another department without training other than orientation.

- (ii) If the part-time employee cannot displace a part-time employee in (e), the employee may displace a full-time employee who has lesser bargaining unit seniority and who is the least senior employee in another department, if the employee originally subject to layoff can perform the duties of the least senior employee in another department without **training** other than orientation.

11.04 (2) An employee who is subject to layoff for a period not greater than thirteen weeks shall have the following entitlements:

- (a) accept the layoff and be placed on a recall list for twenty-four (24) months; or
- (b) displace an employee within her classification who **has** lesser bargaining unit seniority and who is the least senior employee within her classification, if the employee originally subject to layoff can perform the duties of the least senior in her classification in her discipline without training or orientation.
- (c) If the employee cannot displace an employee in (b), the employee may displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in her discipline, if the employee originally subject to layoff can perform the duties of the least senior employee in a lower or identical paying classification in her discipline without training or orientation.

11.04 (3) Where an employee has her shift cancelled, the employee shall not be entitled to displace another employee.

11.05 An employee who displaces an employee in a lower paying classification will be placed on the salary grid of the lower classification consistent with the level he would have achieved in the lower classification based on his service and experience with the Hospital.

11.06 An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided he has the qualifications and ability to perform the work, before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been completed. An employee who is recalled shall be credited with the seniority he had at the time of the layoff.

11.07 (a) An employee recalled to work in a different classification from which he was laid off, or an employee who has displaced an employee in a lower classification shall be entitled to return to the position he held prior to the layoff should it become vacant within twenty-four (24) months of the layoff, provided that the employee remains qualified and able to perform the duties of his former position.

No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to **do so**, in accordance with the loss of seniority provision, or have been found unable to perform the work available.

(b) (i) In addition to 11.07(a) a full-time employee who has displaced a part-time employee shall be entitled to return to the position he held prior to the layoff **should** it become vacant within twenty-four (24) months of the layoff, provided that the employee remains qualified and able to perform the duties of his former position.

(ii) In addition to 11.07(a) a part-time employee who has displaced a full-time employee shall be entitled to return to the position he held prior to the layoff should it become vacant within twenty-four (24) months of the layoff, provided that the employee remains qualified and able to perform the duties of his former position.

11.08 The Hospital shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Hospital (which notification shall be deemed to be received on the fifth day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Hospital.

- 11.09 Where there is an available opening which has not been filled in accordance with Article 11.06, an employee who has either accepted a layoff or is under notice of layoff and is unable to displace any other employee will be given an opportunity for on-the-job retraining of up to 6 months, subject to the staffing requirements of the hospital, if, with the benefit of such retraining, the employee could reasonably be expected to obtain the qualifications and ability to perform the work. Such opportunities will be provided in order of seniority. During the period of on-the-job retraining the recall period will continue to apply from the original date of layoff. If, following the period of on-the-job retraining the employee has not obtained the qualifications and ability to perform the work, the employee will be returned to the recall list or will be terminated in accordance with Article 10.09 (c).
- 11.10 In the event that an employee who has been laid off and is placed on a recall list is assigned, by the Hospital, ad hoc shifts or to a temporary vacancy, she will retain, but not accumulate her seniority and service held at the time of layoff. Employees in such assignments will be treated as part-time. Where an employee is recalled pursuant to Article 11.06, she will receive credit for service and seniority for shifts worked under this provision. Any assignments under this provision will be offered on a voluntary basis.

## ARTICLE 12 - TECHNOLOGICAL CHANGE

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

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

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

Employees with one or more years of continuous service who are subject to lay-off under conditions referred to above, will be given notice of the

impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as set forth above and the requirements of the applicable legislation.

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

### ARTICLE 13 - JOB POSTING, PROMOTION AND TRANSFER

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

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

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

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

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

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



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

13, and selection shall be made in accordance with Article 13.06. All provisions of Article 13 will apply to employees selected in accordance with this provision.

## ARTICLE 14 - LEAVES OF ABSENCE

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

### 14.01 Personal Leave

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

### 14.02 Union Business Leave

#### (a) Local Union Business Leave

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

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

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

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

#### (c) Where an individual of the bargaining units represented centrally by OPSEU is elected or appointed as an Executive Board Member, Executive Officer, member of the central negotiating committee, member of Medical Division

Executive or as a Membership Development Trainee, such individual shall be granted leave of absence for the time off required to exercise the duties of such appointment. The notice requirements to obtain such time off shall be governed in accordance with the leave of absence policy and procedure of the affected Hospital. Such positions shall be limited to ~~two~~ (2) members from a Hospital with no more than one individual from within a section/division within a Department.

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

#### 14.03 Bereavement Leave

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

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

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

#### 14.04 Jury and Witness Duty

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

- (a) informs the Employer immediately upon being notified that the employee will be required to attend court or the coroner's inquest;

- (b) presents proof of service requiring the employee's attendance; and
- (c) promptly repays the Employer the amount (other than expenses) paid to the employee for such service as a juror or for attendance as such witness.

(Applicable to full-time employees)

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

(Applicable to part-time employees)

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

#### 14.05 (a) Pregnancy Leave

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

(Article 14.05 (a) (ii) is applicable to full-time employees and regular part-time employees only)

- (ii) Effective on confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan, and retroactive to date of confirmation by the Employment Insurance Commission, an employee who *is* on pregnancy leave as provided under this agreement and who ~~is~~ is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the Employment Insurance Act, 1996, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five per cent (75%) of her regular weekly earnings and the sum of her weekly Employment Insurance

pregnancy benefits during her leave and any other earnings. Such payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits, for a maximum period of 15 weeks for a pregnancy leave. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

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

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

(iii) Transfer of Pregnant Employees

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

(b) Parental Leave

- (i) Parental leaves will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this agreement.

(Article 14.05 (b) (ii) is applicable to full-time employees and regular part-time employees only)

- (ii) Effective on confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan, and retroactive to date of confirmation by the Employment insurance Commission, an employee who is on parental leave as provided under this agreement and who is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the Employment Insurance Act, 1996, shall be paid a supplemental

unemployment benefit. That benefit will be equivalent to the difference between seventy-five per cent (75%) of her regular weekly earnings and the sum of her weekly Employment Insurance parental benefits during her leave and any other earnings. Such payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance parental benefits, and **shall** continue while the employee **is** in receipt of such benefits, for a maximum period of ten (10) weeks for a parental leave. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement ~~of~~ the parental leave times her normal weekly hours.

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

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

(iii) (Applicable to full-time employees only)

Where an employee has become a natural father or has qualified to adopt a child and has at least 10 months of service at the commencement of his/her approved parental leave, such employee may be entitled to extend the parental leave up to an aggregate of **six** (6) months without pay. Such employee shall advise the Hospital as far **in** advance as possible of their qualifying to adopt, and shall request the leave of absence in writing upon receipt of confirmation of the pending adoption. Such request for an extension of the parental leave shall not be unreasonably withheld.

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

(Applicable to part-time employees only)

Where an employee has become a natural father or has qualified to adopt a child and has at least 10 months of service at the commencement of his/her approved parental leave, such employee may be entitled to extend the parental leave up to an aggregate of six (6) months without pay. Such employee shall advise the Hospital as far in advance as possible of their qualifying to adopt, and shall request the leave of absence in writing upon receipt of confirmation of the pending adoption. Such request for an extension of the parental leave shall not be unreasonably withheld.

It is understood that during any such extension of the parental leave seniority and service do not accumulate.

14.06 Education Leave

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

14.07 Pre-Paid leave

(For details on Pre-Paid Leave see Article 26.04)

ARTICLE 15 - SICK LEAVE AND LONG-TERM DISABILITY

NOTE: The provisions of Article 15, Sick Leave and Long-Term Disability, apply to full-time employees only.

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

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

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

- 15.03 The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two days of the fourth and subsequent period of absence in any calendar year.
- 15.04 Notwithstanding the provisions of the HOODIP plan and Article 15.03, employees with four or more years of service will be paid 90% of earnings from the first day of the third and subsequent period of absence in any calendar year.
- 15.05 Any dispute which may arise concerning an employee's entitlement to short-term or long-term benefits under HOODIP may be subject to grievance and arbitration under the provisions of this Agreement.
- 15.06 An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Worker's Compensation for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit the employee would receive from Workers' Compensation if the employee's claim was approved, or the benefit to which the employee would be entitled under the short term sick portion of the disability income plan (HOODIP or equivalent plan). Payment will be provided only if the employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by The Workers' Compensation Board. If the claim for Workers' Compensation is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.
- 15.07 Sick leave banks standing to the credit of an employee shall be utilized to supplement payment for sick leave days which would otherwise be paid at less than full wages, or for sick leave days at no wages.
- 15.08 Pay out of sick leave credits shall be made on termination of employment or, in the case of death, to the employee's estate. The amount of the payment shall be a cash settlement at the employee's then current salary rate for any unused sick credits to the maximum provided under the previous accumulating sick leave credit plan.
- 15.09 Where an employee, employed as of the effective date of the transfer to HOODIP or equivalent, did not have the required service to qualify for pay out on termination, he shall be entitled to the same pay out provisions as set out in Article 15.06 above, providing he subsequently achieves the necessary service to qualify for pay out under those provisions.



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

## ARTICLE 16 - HOURS OF WORK & OVERTIME

### 16.01 Work Week and Work Day

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

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

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

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

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

Part-time employees shall be entitled to overtime pay at the rate of time and one-half their regular straight time hourly rate for all hours worked in excess of the normal or standard work day or in excess of the normal or standard full-time work week.

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

- (c) Where the Hospital and the Union agree, subject to the approval of the Ministry of Labour, other arrangements regarding hours of work may be entered into between parties on a local level with respect to tours beyond the normal or standard work day in accordance with the provisions set out in Article 26.01 of the collective agreement.

#### 16.02 Rest Periods

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

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

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

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

#### 16.03 Overtime Definition

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

NOTE: Article 16.04 is applicable to full-time employees only.

#### 16.04 Overtime/Call Back Accumulation

Where an employee has worked and accumulated approved overtime hours (other than overtime hours related to paid holidays) or has accumulated hours for Call Back up to a maximum, then such employee shall have the option of electing payment at the applicable overtime rate or time off equivalent to the applicable overtime rate (i.e. where applicable rate is one and one-half times, then time off shall be **at** one and one-half times). Where an employee chooses the latter option, such time off must be taken within

the period set out in the Local Provisions Appendix, or payment in accordance with the former option shall be made. Further, such time off must be taken at a time mutually agreeable to the Hospital and employee.

The maximum for purposes of overtime/call back accumulation and the scheduling of time off shall be determined locally and shall be set out in the Local Provisions Appendix.

16.05 Missed Meal Breaks

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

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

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

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

ARTICLE 17 - Premium Payments and Transportation/Meal Allowance

17.01 Standby

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

NOTE: Article 17.02 is applicable to full-time and regular part-time employees only.

17.02 Call back

An employee who is called to work after leaving the Hospital premises and outside of his regular scheduled hours, shall be paid a minimum of ~~na~~ less

than two (2) hours' pay (except those Hospitals where 2 ½ or 3 hours is applicable; such hospitals shall appropriately reflect the applicable hours in this article) at time and one-half (1 ½) his regular straight time hourly rate for work performed on each call-in. In the event that such two (2) hour period overlaps and extends into his regular shift he will receive the two (2) hour guarantee payment at time and one half (1 ½) and his regular hourly rate for the remaining hours of his regular shift. The reference to leaving the Hospital premises referred to above will not be applicable where an employee remains in the Hospital on standby arrangement with the Hospital.

NOTE: Applicable to part-time employees only.

For purposes of clarification, Article 17.02 does not apply to prescheduled hours of work. Article 17.02 does not apply where the employee elects to work additional unscheduled hours made available by the Hospital.

### 17.03 Shift Premium

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

### 17.04 Weekend Premium

An employee shall be paid a weekend premium of one dollar and thirty-five cents (\$1.35) per hour for each hour worked between 2400 hours Friday to 2400 hours Sunday or such other 48 hour period that the Hospital may establish. If an employee is in receipt of premium payment pursuant to a local scheduling regulation with respect to consecutive weekends worked, he will not receive weekend premium under this provision.

### 17.05 Meal Allowance

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

17.06 Transportation Allowance

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

17.07 Responsibility Pay

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

17.08 Time Off Between Shifts

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

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

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

17.09 Change of Schedule

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

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

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

Where a regular part-time employee's scheduled shift is cancelled by the Hospital with less than twelve (**12**) hours notice, she shall receive time and one-half (1 1/2) of her regular straight time hourly rate for all hours worked on her next shift.

17.10 No Pyramiding

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

ARTICLE 18 - PAID HOLIDAYS

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

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

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

The collective agreements shall list twelve (**12**) holidays for purposes of payment for work performed on such holidays.

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

An employee required to work on any of the designated holidays listed in the collective agreement shall be paid at the rate of time and one-half (**1 ½**) his regular straight time rate of pay for all hours worked on such holiday, subject to Article 18.03. In addition, he will receive a lieu day off with pay in the amount of his regular straight time hourly rate of pay times seven and one-half (**7½**) hours, except in those hospitals which have a standard work day of less than seven and one-half (**7 ½**) hours in which case holiday pay will be based on the standard daily hours in that hospital. The scheduling of lieu days shall be determined locally and shall be set out in the Appendix of Local Provisions.

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

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

18.03 Where the employee is required to work on a paid holiday for which he is paid at the rate of time and one-half (1 ½) his regular straight time hourly rate and **is** required to work additional hours following the **full** shift on that day (but not including hours on a subsequent regularly scheduled tour for such employee) he shall receive two (2) times his regular straight time hourly rate for such additional hours worked.

18.04 (Applicable to full-time employees only)

An employee who qualifies to receive pay for any holiday will not be entitled, in the event of illness, to receive sick pay in addition to holiday pay in respect of the same day.

Any other provision(s) related to the scheduling of Work on a Holiday for part-time employees that existed in the expiring Collective Agreement will be continued in the Local Provisions Appendix.)

## **ARTICLE 19 - VACATIONS**

19.01 (a) (Article 19.01(a) is applicable to full-time employees only)

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

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

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

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

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

## (b) (Article 19.01(b) is applicable to regular part-time employees only)

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

Equivalent years of service shall be used to determine vacation pay entitlement. Equivalent years of service **shall** be calculated on the basis of one (1) year of service for each 1500 hours worked.

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

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

## 19.02 (Article 19.02 is applicable to full-time employees only)

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

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

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

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

**ARTICLE 20 - HEALTH AND WELFARE BENEFITS**

NOTE: The provisions of Articles 20.01 to 20.03 with respect to Health and Welfare Benefits apply to full-time employees only.

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



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

(a) Semi-Private Hospital Insurance

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

(b) Extended Health Care

The Hospital shall contribute on behalf of each eligible employee seventy-five percent (75%) of the billed premium under the Extended Health Care Plan (Liberty Health \$15-25 deductible plan including hearing aids with a maximum of \$300.00 per person and vision care with a maximum of \$90.00 every 24 months per person, or its equivalent) provided the balance of the monthly premium is paid by employees through payroll deduction. Any Hospital currently paying more than 75% of the premium shall continue to do so. The drug formulary shall be as defined by Liberty Health Formulary Three.

(c) Dental

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

(d) Group Life Insurance

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

## 20.02 Change of Carrier

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

## 20.03 Pension

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

## 20.04 Divisible Surplus

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

## 20.05 Part-Time Benefits

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

## ARTICLE 21-MODIFIED WORK

### 21.01 Modified Work

Where the Hospital and the Union agree, the Hospital may implement modified/rehabilitative work programs in order to assist employees returning to work following illness or injury. To facilitate these programs, it is understood and agreed that provisions of the collective agreement may, where agreed, be varied. The specific terms of the program will **be** signed by the Hospital and the Union.

## ARTICLE 22-CONTRACTING OUT

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

## ARTICLE 23 -WORK OF THE BARGAINING UNIT

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

## ARTICLE 24 - COMPENSATION

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

verification of previous experience. The Hospital will credit the employee with one increment on the salary scale for every two years of recent, related, full-time experience, as determined by the Hospital, to a maximum of two increment levels below the maximum of the salary scale.

For the purposes of this clause, as it applies to part-time employees, part-time experience will be calculated on the basis of 1500 hours worked equalling one year of experience.

NOTE: Where existing collective agreements have provisions for recent related experience credit superior to the above provisions, such provisions shall continue to be in effect.

24.03 (Article 24.03 is applicable to part-time employees only)

Part-time employees will accumulate service for purposes of progression on the salary grid, on the basis of one year of service for each 1500 hours worked.

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

## ARTICLE 25 - SUPERIOR BENEFITS

25.01 Unless existing benefits, rights, privileges, practices, terms or conditions of employment which may be considered to be superior to those contained herein are specifically retained by this Agreement, they shall be deemed not to continue in effect.

## ARTICLE 26 - MODEL SCHEDULING AGREEMENTS and PRE-PAID LEAVE

26.01 Extended Tours

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

## MODEL AGREEMENT WITH RESPECT TO EXTENDED TOUR ARRANGEMENTS

### MEMORANDUM OF AGREEMENT

Between: The Hospital-

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

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

#### Article 1 - Work Unit and Employees Covered

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

#### Article 2 - Hours of Work

- 2.1 The normal or standard extended work day shall be \_\_\_ hours per day.
- 2.2 (Detailed description with an attached schedule where appropriate.)
- 2.3 Failure to provide (\_\_\_) hours between the commencement of an employee's scheduled shift and the commencement of such employee's next scheduled shift shall result in payment of one and one-half (1 ½) times the employee's regular straight time hourly rate for only those hours which reduce the (\_\_\_) hour period.

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

#### Article 3 - Overtime

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

#### Article 4 - Rest Periods

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

#### Article 5 - Meal Periods

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

#### Article 6 - Sick Leave and Long-Term Disability

(Applicable to Full-Time Employees Only)

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

#### Article 7 - Paid Holidays (Applicable to Full-Time Employees Only)

- 7.01 Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times the number of hours for a normal or standard work day as set out in Article 16.01 (a).
- 7.02 An employee required to work on any of the designated holidays listed in the collective agreement shall be paid at the rate of time and one-half (1 ½) his regular straight time rate of pay for all hours worked on such holiday, subject to Article 18.03. In addition, he will receive a lieu day off with pay in the amount of his regular straight time hourly rate of pay times seven and one-half (7 ½) hours, except in those hospitals which have a standard work day of less than seven and one-half (7 ½) hours in which case holiday pay will be based on the standard daily hours in that hospital.

#### Article 8 - Vacation

- 8.01 (Applicable to full-time only)

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

- 8.02 (Applicable to part-time only)

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

### Article 9 - Local Provisions

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

#### Term

This Agreement shall be (Specify Term).

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

Dated this \_\_\_ day of \_\_\_\_\_, 19\_\_.

For the Union

For the Hospital

\_\_\_\_\_

\_\_\_\_\_

### 26.02 Innovative/Flexible Scheduling

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

#### MODEL AGREEMENT WITH RESPECT TO INNOVATIVE SCHEDULING/FLEXIBLE SCHEDULING

#### MEMORANDUM OF AGREEMENT

Between: The Hospital -

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

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

### Article 1 - Work Unit and Employees Covered

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

Article 2 - Hours of Work

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

Article 3 - Agreed Variation From the Collective Agreement

(Collective Agreement provisions to be varied.)

Article 4 - Rest Periods

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

Article 5 - Meal Periods

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

Article 6 - Local Provisions

(Local provisions related to these scheduling arrangements are to be set out in this Article and numbered in sequence.)

Term

This Agreement shall be (Specify Term).

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

Dated this \_\_ day of \_\_\_\_\_, 19\_\_.

For the Union

For the Hospital

\_\_\_\_\_

\_\_\_\_\_

(Where both full-time and part-time employees are represented by OPSEU, the following clauses will appear in all collective agreements replacing any provision related to Job Sharing that existed in the Hospital's expiring collective agreements.)

26.03 Job Sharing Arrangements

**Job** sharing is defined as an arrangement whereby two employees share the



hours of work of one full-time position on a 50/50 basis. Subject to the provisions of Article 13, the position involved in the job sharing arrangement will be maintained as a full-time position in the PHSS' staffing complement.

Job sharing requests with regard to full-time positions shall be considered on an individual basis and the PHSS shall reserve the right to determine the appropriateness of such arrangements.

It is agreed that participation in a Job Sharing arrangement is completely voluntary, and may only be accessed by members of the bargaining unit. No person shall be made to enter a position against their wishes.

Job sharing partners must be in the same job classification.

If one partner for any reason decides to resign, the remaining partner will **be** given the first opportunity to assume the position on a full-time basis.

If the remaining partner does not wish this opportunity the position shall be posted and advertised **as** a Job Sharing vacancy. Failing successful filling of the Job Sharing position, the remaining partner has a final opportunity to assume the position on a full-time basis. If the remaining partner still does not wish this opportunity, the position shall **be** posted as a full-time position.

Job sharing arrangements shall not exceed 10% of the full-time complement within a department.

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

A full-time employee who transfers to a regular part-time position under the job sharing arrangement or subsequently returns to a full-time position immediately upon the discontinuance of **a job** sharing arrangement, **will**, for the purposes of this arrangement transfer service based on one (1) year of the full-time service equalling 1500 hours worked.

### Discontinuance

Either party may discontinue the job sharing agreement with ninety (90) days notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuance.

NOTE: Employees presently covered by a job sharing arrangement shall be subject to its terms and conditions until such job sharing arrangement is discontinued.

26.04 Pre-Paid Leave (Effective Date: April 1, 1989)

(a) Purpose

The Pre-Paid Leave Plan is a plan developed to afford employees the opportunity to take a one (1) year leave of absence, funded solely by the employee through the deferral of salary over a defined period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801 (as may be amended from time to time).

(b) Application

Eligible employees must make written application to the Department Head, with a copy to the Director of Human Resources/Personnel, at least six (6) months prior to the intended commencement date of the salary deferral portion of the Pre-Paid Leave Plan. Such application will outline the reason the leave is being requested.

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

(c) The total number of employees that may be accepted into the Pre-Paid Leave Plan in any one plan year as defined in Article 14.07(l) and from any one department shall be (number subject to local negotiations). Where there are more applications than spaces allotted, seniority shall govern subject to 14.07 (b) above.

(d) Nature of Final Agreement

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

- (a) A statement that the employee is entering the plan in accordance with Article 14.07 of the Collective Agreement.
- (b) The period of salary deferral and the period for which the leave is requested.
- (c) The manner in which the deferred salary is to be held.

The letter of application to enter the plan will be appended to, and form part of, the written agreement.

(e) Deferral Plan

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

(9) Deferred Earnings

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

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

(g) Health and Welfare Benefits

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

Full-Time Employees Only

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

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

(h) Seniority and Service

Full-Time Only

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

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

(i) Assignment on Return

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

(j) Withdrawal Rights

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

(ii) On Leaving Employment

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

(k) Replacement Employees

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

(l) Plan Year

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

(m) Status of Replacement Employee

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

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

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

ARTICLE 27 - DURATION AND RENEWAL

27.01 This Agreement shall continue in effect until the 31st day of March, 1999 and shall continue automatically thereafter for annual periods of one year each unless either party notifies the other in writing that it intends to amend or terminate this Agreement in accordance with the following:

27.02 (a) In the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, either party may give notice to the other of its desire to bargain for the renewal of this Agreement within 120 days prior to the termination date of this Agreement. Negotiations on local matters shall take place during the period from 120 to 60 days prior to the termination date of this Agreement. It is understood and agreed that "local matters" means those matters which have been determined by mutual agreement between the central negotiating committees representing each of the parties to this Agreement as being subjects for local bargaining directly between the parties to this Agreement. It is also agreed that local bargaining shall be subject to such procedures as may be determined by mutual agreement between the central negotiating committees referred to above.

(b) In the event the parties to this Agreement do not agree to negotiate for its renewal through the process of central bargaining, either party

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

It is further understood that the central negotiating committees will meet in the sixth month prior to the termination of this Agreement to convey the intentions of their principals as to participation in central negotiations, if any, and to determine the conditions for such central bargaining.

Proposals on central issues shall be exchanged by the central negotiating committees on a date set out in the Memorandum of Conditions for Joint Bargaining. Negotiations on central matters shall take place during the period commencing 90 days prior to the termination of this Agreement.

### Letter of Intent

### Re: Pay Equity

Recognizing that the Participating Hospitals and Local Unions have developed, or are developing, their individual pay equity plans, the Central Parties confirm the inter-relationship of the negotiated wage rates with those plans as follows:

- (i) a pay equity adjustment will not result in the maximum rate for a classification exceeding the rate for that classification's comparator;
- (ii) a negotiated increase in pay may result in the maximum rate for a classification exceeding the rate for that classification's comparator.

The parties agree that the provisions attached hereto represent the central portions of the combined full-time and part-time collective agreements between each of the applicable participating hospitals (as listed in Appendix "A" to the Memorandum of Settlement and the corresponding locals of the Ontario Public Service Employees Union, expiring March 31, 1999.

**LOCAL  
COLLECTIVE AGREEMENT**

**between**

**Peterborough Regional Health Centre  
(hereinafter referred to as “PRHC” and/or “Hospital”)**

**and**

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION  
AND ITS LOCAL #342 AND #343  
(hereinafter referred to as “the Union”)**

**Expiring March 31, 1999**

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## **APPENDIX OF LOCAL PROVISIONS**

### **A. SCOPE AND RECOGNITION**

The PRHC recognizes the Union as the sole and exclusive bargaining agent for all technologists and technicians in the employ of the PRHC in the Departments of Laboratory Medicine, Pharmacy and Diagnostic Imaging, save and except chief technologists and people above the rank of chief technologists, student technologists, office and clerical staff, students employed during the school vacation period, co-op students and persons bound by subsisting collective agreements. The Union recognizes that new positions may be created, subject to Article 24.01.

### **B. MANAGEMENT RIGHTS**

**B. 1** The Union recognizes that the management of the PRHC and the direction of the working force are fixed exclusively with the PRHC and remain solely with the PRHC except as specifically limited by the express provisions of this Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the PRHC to:

- (a) maintain order, discipline and efficiency;
- (b) hire, discharge, direct, transfer, classify, promote, demote, assign employees to shifts, lay-off and suspend or otherwise discipline employees for cause provided that a claim of discriminatory classification, promotion, demotion or transfer or a claim that an employee has been unjustly discharged or disciplined may be the subject of a grievance and dealt with in accordance with the grievance procedure;
- (c) establish and enforce rules and regulations, policies and practices to be observed by employees, provided that they are not unreasonable nor are inconsistent with the provisions of this Agreement;
- (d) generally to manage and operate the PRHC in all respects in accordance with its obligations and without restricting the generality of the foregoing, to determine the kinds and locations of machines, equipment to be used, the allocation and number of employees required from time to time, the standards of performance for all employees and all other matters concerning the PRHC operations, not otherwise specifically dealt with elsewhere in this Agreement.

**B. 2** It is agreed that these rights shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

C. DEFINITIONS

- C.1 Where the words “Executive Director, Director of Laboratory, or Director of the Department of Diagnostic Imaging” appear, it is understood that his/her designated representative may be substituted in lieu thereof.
- C.2 Where the terms “PRHC”, “hospital(s)”, “department(s)” and/or “Shared Services Participants” are used, it is understood that both the Peterborough Civic Hospital and St. Joseph’s Hospitals & Health Centre are equal partners and share equal interests as the recognized employer; namely, Peterborough Regional Health Centre, as described within the context of “Peterborough Hospitals Shared Service Agreement” dated February 29, 1996.

D. REPRESENTATION AND COMMITTEES

D.1 Union Stewards

For the purposes of Article 6.01, the PRHC will recognize two (2) stewards per department at each work location.

D.2 Fiscal Advisory Committee & Health and Safety Committee

For the purposes of Article 6.01, the PRHC will recognize two (2) Union representatives as part of its Fiscal Advisory Committee and Health and Safety Committee.

D.3 Grievance Committee

For the purposes of Article 6.02, the Hospital will recognize a grievance committee comprising of three (3) members to be elected or appointed from the bargaining unit. One member shall be chairman. The purpose of the Committee is to deal with grievances as set out in this Collective Agreement.

D.4 Negotiating Committee

For the purposes of Article 6.04(a), the PRHC agrees to recognize a negotiating committee comprised of four (4) members to be elected or appointed from the bargaining unit. It is understood that there will be no more than two (2) members chosen from one specific department.

E. SENIORITY AND SERVICE:

- E.1 Seniority for purposes of probation, promotion, lay-off and recall and vacation entitlement **shall** be defined as the number of hours worked since last date of hire. For purposes of this Agreement, 1500 hours part-time seniority shall be considered as the equivalent of one (1) year full-time seniority.

## E.2 Sick Leave and Long Term Disability

Part-time service accumulated on the basis of fifteen hundred (1500) hours being equal to one (1) year of service shall also count towards the five (5) year qualifying period for the pay-out of unused sick leave credits acquired before June, 1982 as described in the Collective Agreement for full-time employees.

## F. LEAVES OF ABSENCE:

### F.1 Local Union Business Leave

For the purposes of Article 14.02 (a), the amount of notice required by the Hospital for Local Union Business Leave shall be two (2) weeks where possible. No more than four (4) employees shall be granted such leave at any one time. No more than two (2) employees shall be granted Local Union Business Leave from one specific department.

Note: No more than one (1) employee will be granted such leave from any one Laboratory division at one time.

F.2 An employee who is unable to report for work due to illness must immediately notify his Department's Supervisor's office.

### F.3 Leave of Absence for Elective Surgery

An employee who is booked for elective **surgery** shall give his/her department head as much advance notice as possible of the date for which such surgery has been scheduled.

## G. HOURS OF WORK & OVERTIME

### G.1 (Applicable to Full-Time Employees)

As per Article 16.01 (a), the length of time over which the hours of work per week are to be averaged shall be 150 hours in a four (4) week period.

### G.2 (Applicable to Part-Time Employees)

As per Article 16.01 (b), the length of **time** over which the hours of work per week are to be averaged shall be averaged shall be 150 hours in a four (4) week period.

Where the Hospital and the Union agree, subject to the approval of the Ministry of Labour, other arrangements regarding hours of work may be entered into between parties on a local level with respect to tours beyond the normal or

standard work day in accordance with the provisions set out in Article 25.01 of the collective agreement.

G.3 Premium Pay

As per Article 17.08, failure to provide twenty (20) hours between the commencement of an employee's scheduled shift and the commencement of such employee's next scheduled shift shall result in payment of one and one-half (1 ½) times the employee's regular straight time hourly rate for only those hours which reduce the twenty (20) hour period.

Where the twenty (20) hour period is reduced as a result of an approved change of shift(s) requested by the employee(s), such premium payment shall not apply.

G.4 Hours of Work and Working Conditions - Part-Time

Normal hours of work per week for part-time employees shall vary in accordance with the terms of hire, but shall meet the following requirements:

An employee who reports for any scheduled shift shall be guaranteed at least four (4) hours of work or if no work is available at least four (4) hours pay in lieu thereof unless she has received at least two (2) hours notice period to the start of the scheduled shift not to report to work.

The PRHC will endeavour to divide the available hours of scheduled work equally among the regular part-time employees normally performing the work to be done.

The PRHC will use its best effort to ensure that all part-time workers are allocated on a scheduled rather than casual basis whenever practical.

G.5 Overtime

The PRHC agrees that should it be impossible to attain such schedule(s), the employee will be paid at the rate of time and one-half (1 ½) his regular salary for hours worked:

- (a) on the third and any subsequent weekend until a weekend off is effected.

G.6 Posting of Schedules

- (a) The PRHC will post, not later than four (4) weeks prior to the week scheduled, the shifts of each employee for that week.

Employees requesting a change in scheduled shifts must apply in writing at least ten (10) calendar days prior to the date of change (except for bereavement leave) and must recognize that all such requests are subject to

PRHC approval and that an exchange of shifts between employees is also subject to PRHC approval. Such approval will not be unreasonably withheld.

- (b) Employees may be assigned to work at either site however temporary, short-term assignments (e.g. day to day coverage for sick leaves) shall be kept to a minimum.
- (c) Without mutual consent ~~an~~ employee shall not be temporarily assigned on a short-term basis more than four (4) shifts per calendar year to a worksite other than specified in Article 16. Where short-term assignments exceed the four (4) shift per year limit all subsequent hours worked shall be paid at the rate of one and one-half (1 ½) times the employee's regular hourly wage.
- (d) The PRHC agrees to provide transportation and parking costs when requested by the employee during these temporary assignments. Reimbursement will be made only when the request is accompanied by the appropriate receipts.

#### G.7 Changes in Schedules of Shifts

The PRHC agrees that prior to implementing a major change in the scheduling system it shall consult with the employees concerned excepting in circumstances where such consultation was not reasonably possible.

#### G.8 Regular Work Schedule - Days ~~off~~

The PRHC will make every reasonable effort to equitably schedule days off on a basis of two (2) at each time and to so arrange schedules that no employees will work for more ~~than~~ seven (7) consecutive days without ~~two~~ (2) consecutive days off. The PRHC agrees to make every reasonable effort to schedule at least one (1) weekend off in three. The PRHC further agrees that should it be impossible to schedule at least one (1) weekend off in three (3), the employee will be paid for the third and any subsequent consecutive weekends of duty at the rate of time and one-half (1 ½) his/her regular hourly rate for the hours involved. The PRHC further agrees that, when ~~an~~ employee works in excess of seven (7) consecutive days, she/he shall be paid for time worked on the eighth and subsequent days at the rate of time and one-half (1 ½) of her/his regular hourly rate.

- G.9 As per Article 16.04, the maximum for purposes of overtime/callback accumulation, and the scheduling of time ~~off~~, shall be ~~up~~ to a maximum of five (5) days, and such time ~~off~~ must be taken within ninety (90) days.

### G.10 Orientation

When employees are effected by worksite relocations due to the PRHS, the employer agrees to provide adequate orientation during working hours.

## H. TRANSPORTATION ALLOWANCE

As per Article 17.06, the Hospital will pay transportation costs either by taxi or by his own vehicle at the rate of \$0.31 per kilometre to a maximum of \$10.00 or such greater amount that the Hospital may in its discretion determine for each trip.

## I. PAID HOLIDAYS

I.1 The PRHC recognizes the following designated paid holidays:

- |                   |                     |
|-------------------|---------------------|
| 1. New Year's Day | 7. Labour Day       |
| 2. Good Friday    | 8. Thanksgiving Day |
| 3. Easter Monday  | 9. Christmas Day    |
| 4. Victoria Day   | 10. Boxing Day      |
| 5. Canada Day     | 11. Float Day       |
| 6. Civic Holiday  | 12. Float Day       |

In the event the Provincial Government declares an additional holiday (e.g. Heritage Day) during the term of this Agreement, such holiday will be substituted for **one** of the above mentioned float holidays.

Float Holidays shall be scheduled at a time mutually agreed upon by the employee and Director of the Department. It is understood that all Float Holidays shall be taken within the current calendar year.

I.2 Where any of the above mentioned holidays fall on or are observed on an employee's regularly scheduled day off, she/he will receive an additional day off in lieu with pay within thirty days of the day on which the holiday is observed, as mutually arranged between the employee and the PRHC, or pay if not arranged.

I.3 At the discretion of the PRHC and where it is practicable to do so, an employee who works on a designated paid holiday or **an** observed day in lieu thereof and who requests in writing, pay at the rate of two and one-half (2 ½) times his basic rate of pay for all time worked on such holiday in lieu of a day off with pay may be granted such payment. Where the PRHC denies such **an** arrangement, then the employee shall receive pay at the rate of time and one-half (1 ½) his basic rate of pay for all hours worked in addition to a mutually agreed day off with pay.

I.4 Where an employee is required to work on a paid holiday, she/he shall be afforded a lieu day within thirty (30) days on either side of the holiday. The date of the lieu

day must be mutually agreed upon between the employee and the Department Head.

- I.5 In order to qualify for payment for each recognized holiday an employee must have completed twenty (20) working days' employment and must work his normally scheduled tour both immediately preceding and immediately following the holiday, unless absence on either or both of the said qualifying days is due to reasons acceptable to the employer, provided the employee is not on a leave of absence for the entire pay period in which the holiday falls.
- I.6 All probationary and temporary full-time employees will be entitled to pay for all recognized holidays which occur during their appointment, subject to the qualifications of Article 18.04.

## J. VACATIONS

- J.1 When an employee, because of length of service, becomes entitled to a longer vacation, the entitlement will be increased to the higher level as of the first pay period following the date of completion of the required length of service.

When employment is terminated before the employee has been granted a paid vacation, she/he shall be entitled to payment in lieu of vacation based on twelve (12%) percent, ten (10%) percent of her/his earnings where six (6) weeks, five (5) weeks, four (4) weeks, three (3) weeks or two (2) weeks respectively would otherwise be applicable.

If an employee works or receives paid leave for less than seventy-five (75%) percent of the scheduled work period in the vacation year she/he will receive vacation pay based on the percentage of her or his gross salary for work performed on the following basis:

3 week entitlement	-	6%
4 week entitlement	-	8%
5 week entitlement	-	10%
6 week entitlement	-	12%

### J.2 Vacation Scheduling

The PRHC will generally endeavour to accommodate the employee in scheduling vacations in accordance with specific periods requested. However where the granting of all such requests would prejudice the efficient operation of the department, seniority will prevail in determining the time a specific employee's vacation is scheduled.

Vacation may be taken at any time of the year between January 1 and December 31. An employee may carry over a maximum of two (2) weeks vacation to the



next year with prior written approval of her/his department head but shall be required to reduce this accumulation to a maximum of one (1) year's accrual by December 31 of each year. Such approval shall not be unreasonably denied.

No payments in lieu of vacation will be made by PRHC except in cases of termination as herein provided. The vacation application schedule shall be posted by February 1st and completed by March 1 of each year. The final vacation schedule shall be posted by April 1 of each year and once posted, changes may only be affected by mutual agreement.

- J.3 Unpaid leave for purposes of vacation may be requested by the employee at the time departmental vacations are being considered subject to J.2.
- J.4 No employee shall have his present vacation entitlement reduced by the reason or terms of this Agreement.
- J.5 PRHC will endeavour to explore the possibilities of issuing separate vacation pay cheques apart from the regular pay cheques upon request from the employee.

#### **K. BULLETIN BOARDS**

The PRHC shall provide designated bulletin boards at the following major work locations: Diagnostic Imaging, Laboratory, Pharmacy; upon which the Union shall have the right, subject to the approval of the Executive Director of the Hospital or his designate to post notices of meetings and such other notices as may be of interest to the employees.

#### **L. UNIFORMS**

The PRHC will make available sufficient laundered laboratory coats and where the PRHC requires employees to be in a different uniform, it will supply each such employee with four (4) uniforms, with an additional two (2) available to replace any of the first four (4) as they are worn out or damaged beyond repair. All replacements of such uniforms shall be limited in number to two (2) per year. The PRHC will assist in replacing shoes of employees which are damaged or destroyed in the course of an employee's work, having due regard to the state or condition of the shoes before the damage or destruction.

#### **M. LATE NIGHT PARKING**

Where a call in or a call back necessitates an employee leaving or entering either worksite, between the hours of 2100 and 0600 appropriate authority will be supplied to allow the employee to park in the Out Patient parking area between the hours of 2100 and 0600.

**N. COPIES OF AGREEMENT**

The parties agree that they will share equally the cost of printing the collective agreement in an appropriate quantity.

**O. ASSISTANCE OF THE UNION**

The Committee and Officers as provided for above may have the assistance, at the discretion of the Union, of representatives or of other employees or officers of the Provincial Union.

**P. CORRESPONDENCE**

All correspondence sent by the PRHC to the Union shall be sent to the Secretary of the Local, with a copy to the President of the Local and all correspondence sent by the Union to the PRHC shall be sent to the Human Resources Department.

**Q. LIABILITY INSURANCE**

The PRHC agrees to provide comprehensive liability insurance coverage for employees, including coverage for civil court actions against employees with respect to employment duties performed, provided such action is not as a result of a contravention of the Criminal Code of Canada or contravention of a provincial statute and provided the said members have performed such duties according to the written instructions and policies of the departments and the PRHC.

**R. SALARY PROGRESSION**

An employee will progress from one year's salary to the next year's upon completion of twelve (12) months of service in the classification. If an employee's absence without pay from the Hospital exceeds thirty (30) consecutive calendar days during such twelve (12) month period the date for salary progression will be extended by the length of such absence, subject to the provisions of Article 11.

All progression increases, as herein provided, shall take effect on the commencement of the pay period closest to the date on which the entitlement would normally become due.

The schedule of classifications and salary rates in effect for the duration of this Agreement are set forth in Appendix A attached hereto and forming part of this Agreement.

**S. CLASSROOM INSTRUCTION - LABORATORY**

In addition to his regular rate of pay, an employee directed by the Director of the Department to give classroom instruction shall receive twenty dollars (\$20.00) per hour for time spent in instruction. Such payment shall be deemed to cover any hours spent in the preparation of material for such courses.

**T. A.R.T. / A.C.T. PREMIUM**

A Medical Laboratory Technologist who ~~has~~ been awarded a Canadian Advanced Registration Certificate (National Society) in a directly related paramedical program shall be paid an additional thirty dollars (\$30.00) per month above his regular salary rate.

**U. POST MORTEM FEE**

Where an employee is required to attend a post mortem for purposes of diagnostic radiology they will receive a supplementary fee of \$25.00 for services rendered.

The parties agree that the combined full-time and part-time Collective Agreement attached hereto represents the terms and conditions of the Collective Agreement between the PRHC and the Ontario Public Service Employees Union and its Local #342 and Local #343.

Signed at Peterborough, Ontario the 19<sup>th</sup> day of October, 1999.

FOR PETERBOROUGH REGIONAL  
HEALTH CENTRE

Shelley Resor  
Leanne K. Telesor

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\_\_\_\_\_

FOR ONTARIO PUBLIC SERVICE  
EMPLOYEES' UNION

Peter Dasfield  
Betty Dawson  
Erin Gorman  
Dean [unclear]  
Leah [unclear]

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LOCAL LETTER OF **INTENT**#1

VACATION INFORMATION

It is agreed that effective July, 1988, the Hospital will accrue vacation hours and vacation entitlement in a manner which will allow reporting of the following information for part-time staff with the July 1989 vacation payout:

- a) Gross pay on which vacation accrual is based;
- b) Appropriate percentages used to calculate vacation accrual;
- c) Number of hours worked during the vacation accrual period;
- d) **Gross** vacation pay.

The Hospital further agrees to provide the following information with the vacation payout of July 1988:

- a) Accrual percentage current at July 1988;
- b) Gross vacation pay.

## LETTER OF UNDERSTANDING #2

## RE: SICK LEAVE CREDITS - ACCUMULATED BANK

This is to confirm the intentions of the parties to transfer all bank time sick credits to the Peterborough Hospitals Shared Services in the same compensation format calculated by OPSEU L. 342 and the Peterborough Civic Hospital (full-time/part-time) and OPSEU L.343 and St. Joseph's Health Center (full-time).

The accumulated time and monetary value to each eligible employee of Peterborough Civic Hospital in OPSEU L.342 and the accumulated time for eligible employees of St. Joseph's Health Center in OPSEU L.343 shall be issued in writing within thirty (30) days of the signing of the collective agreement.

The PHSS agrees that the monetary values owing to the employees of Peterborough Civic Hospital shall be **paid** upon termination of employment with the PHSS, at the current salary rate.

Effective the date of the signing of this Agreement, accumulated sick credits shall be banked and applied to maintain full salary levels in the event of absences due to illness and injuries for which a claim is made under the Workers' Compensation Act until such time as the banked time has been exhausted.

Dated at Peterborough this 13th day of November, 1996.

FOR THE UNIONFOR THE HOSPITAL

Errol Downey  
Robert G. Noble  
Kathleen Sexsmith  
Betty Darwin  
Cheri Humber  
Kathryn Woodbeck  
Peter Dashfield  
Roger Haley  
Diane Bull  
Leah Casselman

B. W. Naylor  
Rebecca Brown  
Bryce Miller  
Shirley Mason  
Stephen Kay  
John Angione

THIS AGREEMENT IS ATTACHED TO AND **FORMS** PART OF THE  
COLLECTIVE AGREEMENT

MEMORANDUM OF AGREEMENT

Between

ONTARIO PUBLIC SERVICE EMPLOYEES UNION  
and its Locals #342 and #343

and

PETERBOROUGH HOSPITALS SHARED SERVICES

and

PETERBOROUGH CIVIC HOSPITAL

and

ST. JOSEPH'S HEALTH CENTRE

Without precedent and/or prejudice the parties agree to this Memorandum as constituting full resolution of all matters in dispute in regards to the collective agreement and subject to the following conditions:

1. The parties agree to unanimously recommend to their principles ratification of this Agreement.
2. The Agreement shall include the terms of the existing collective agreements between OPSEU, Local #342 and Peterborough Civic Hospital (full-time / part-time); OPSEU, Local #343 and St. Joseph's Health Centre (full-time) and OPSEU, Local #343 and St. Joseph's Health Centre (part-time) which expired March 31, 1996; except as amended by Appendix A.
3. All conditions and amendments contained herein are conditional upon the Peterborough Hospitals' Shared Services being recognized as the employer within the meaning of all/any applicable legislative requirements and authorized as such in the letter dated May 16, 1996 attached as Appendix B.
4. It is agreed that if at any time during the term of this Agreement should either of the Peterborough Civic Hospital or St. Joseph's Hospital and Health Centre withdraw from partnership as provided by the "Peterborough Hospitals' Shared Service Agreement" (dated Feb. 29, 1996) the parties shall revert to all terms and conditions of employment which existed between OPSEU, Local #342 and the Peterborough Civic Hospital (full-

time/part-time) and OPSEU, Local #343 and St. Joseph's Hospital and Health Centre (full-time) and OPSEU, Local #343 and St. Joseph's Hospital and Wealth Centre (part-time) agreements except as amended by Central Negotiations between OPSEU and the Ontario Hospitals Association.

- 5. The parties further agree that Peterborough Hospitals' Shared Services shall participate in Central negotiations between OPSEU and the Ontario Hospital Association and those terms and conditions shall become part of this collective agreement.
- 6. Any disputes arising from this Memorandum of Agreement and subsequent collective agreement are subject to resolution in accordance with the Hospital Labour Disputes Arbitration Act and the Ontario Labour Relations Act.

Dated at Peterborough this 23rd day of October, 1996.

**FOR THE UNION**

Errol Downey  
Robert Noble  
Kathryn Woodbeck  
Betty Darwin  
Cheri Humber  
Kathleen Sexsmith  
Peter Dashfield  
Roger Haley

**FOR PETERBOROUGH CIVIC**

John Angione  
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**FOR ST. JOSEPH'S**

Bryce Miller  
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**FOR PHSS**

Barry Nayler  
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\_\_\_\_\_



*Peterborough Civic Hospital*

*St. Joseph's Health Centre*

May 16, 1996

Mr. Roger Haley  
Ontario Public Service Employees Union  
920 Princess Street  
Suite 102  
Kingston, Ontario  
K7L 1H1

Dear Roger:

RE: PETERBOROUGH HOSPITALS' SHARED **SERVICES**

It has been brought to our attention by Barry Nayler that OPSEU is concerned that we do not have Ministry of Health approval for the Peterborough Hospitals' Shared Services Agreement.

You may be assured that the MOH is completely up-to-date with our progress in this area and, as we are not "merging", like some hospitals in other cities, their written approval is not required.

The Peterborough Hospitals' Shared Services Agreement is a legal document which gives both Peterborough Civic Hospital and St. Joseph's Health Centre the legal authority to carry out the initiatives outlined in the Agreement.

We trust that our signatures on this letter will be all that is required to complete this negotiation process, which we understand has been conducted in a very professional and cooperative manner.

Yours truly,

*W.A. Kilpatrick*

*F. J. Lussing*

William A. Kilpatrick  
Executive Director  
Peterborough Civic Hospital

Frank J. Lussing  
Executive Director  
St. Joseph's Health Centre



## SCHEDULE "A"

WAGE RATES **INCLUDING** PAY EQUITY  
EFFECTIVE JANUARY 1, 1998

	<u>Hourly</u>	<u>Monthly</u>
<u>Registered Technologist</u>		
Start	18.140	2947.75
1 Year	19.040	3094.00
2 Years	19.790	3215.87
3 Years	20.610	3349.12
4 Years	21.430	3482.37
5 Years	22.250	3615.62
6 Years	23.070	3748.87
7 Years	23.900	3883.75
8 Years	24.710	4015.37
9 Years	25.540	4150.25
<u>Senior Technologist</u>		
Start	19.605	3185.81
1 Year	20.565	3341.81
2 Years	21.355	3470.19
3 Years	22.225	3611.56
4 Years	23.095	3752.94
5 Years	23.965	3894.31
6 Years	24.835	4035.69
7 Years	25.715	4178.69
8 Years	26.575	4318.44
9 Years	27.455	4461.44
<u>Charge Technologist</u>		
Start	20.699	3363.59
1 Year	21.709	3527.71
2 Years	22.549	3664.21
3 Years	23.469	3813.71
4 Years	24.379	3961.59
5 Years	25.299	4111.09
6 Years	26.219	4260.59
7 Years	27.149	4411.71
8 Years	28.059	4559.59
9 Years	28.989	4710.71

	<u>Hourly</u>	<u>Monthly</u>
<b><u>Technician II</u></b>		
Start	15.792	2566.20
1 Year	16.392	2663.70
2 Years	16.992	2761.20
3 Years	17.592	2858.70
4 Years	18.182	2954.57
<b><u>Technician III</u></b>		
Start	16.884	2743.65
1 Year	17.534	2849.27
2 Years	18.164	2951.65
3 Years	18.814	3057.27
4 Years	19.454	3161.27
<b><u>Technician IV</u></b>		
Start	18.874	3067.02
1 Year	19.584	3182.40
2 Years	20.304	3299.40
3 Years	20.574	3343.27
4 Years	21.734	3531.77