

SOURCE	HOAP	
EFF.	4/03/01	
TERM.	4/03/31	
No. OF EMPLOYEES	130	
NOMBRE D'EMPLOYÉS	↓	

COMBINED
FULL-TIME
AND
PART-TIME
COLLECTIVE AGREEMENT

BETWEEN:

NORTH BAY GENERAL HOSPITAL
(hereinafter referred to as "the Hospital")

- ana -

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(hereinafter referred to as "the Union")

EXPIRY: March 31, 1996

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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 - SCOPE & RECOGNITION

2.01 The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all paramedical employees in its Radiology, Laboratory, Social Work, Rehabilitation and Pharmacy Departments, Cardiorespiratory and Nutrition/Food Departments, save and except Assistant Technical Directors, persons above the rank of Assistant Technical Director, Clerical workers, students employed during the school vacation period, and persons covered by subsisting collective Agreements between the **North** Bay Hospital Commission operating **the** North Bay General Hospital and each of the following:

Canadian Union of Public Employees, Local 139, Ontario **Nurses** Association, North Bay General Hospital, and **Service** Employees' Union, Local 478.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 **The** Union acknowledges that it is the **exclusive** right and function of the Employer, subject' to the terms of **this** Agreement -

To direct the working forces, to discharge employees for just cause, to promote, demote, transfer, lay-off, **suspend** or otherwise discipline employees subject to **the** use **of** the Grievance Procedure, and to hire.

3.02 Generally to manage the Hospital and all the enterprises in **which** the Hospital is engaged.

3.03 To maintain order, discipline and efficiency and to make and

alter from time to time, rules and regulations to be observed not inconsistent with the provisions of this Agreement.

- 3.04 It **is** agreed that the Employer may exercise any of the rights, powers and functions or authority which the Employer had prior to the signing of this Agreement, except those rights, powers, functions or authority which are specifically abridged or modified by this Agreement and these rights shall not be exercised in a manner inconsistent **with** the express provisions of this Agreement.

ARTICLE 4 - DEFINITIONS

- 4.01 A part-time employee shall be considered as one who is regularly scheduled for not more than twenty four (**24**) hours weekly. Part-time employees may work more than twenty four hours **per** week on a temporary basis to cover absence due to illness, vacation, leaves of absence and still retain part-time status, Assignments relating to this type of absence shall be for periods not exceeding **six** (6) months. Where it is known that such assignments will exceed a continuous period of six months, the posting provisions of Article 15 will **apply**.

ARTICLE 5 - NO DISCRIMINATION OR HARASSMENT

- 5.01 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.
- 5.02 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.
- 5.03 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 6 - NO STRIKE/NO LOCKOUT

- 6.01 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 7 - UNION SECURITY

7.01 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 the** 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 8 - REPRESENTATION AND COMMITTEES

8.01 (a) 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 and the areas which they represent are to **be** determined locally and will be **set** out in Article 8.01 (b).

(b) See Article 8.01 (a).

8.02 Grievance Committee

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.

8.03 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) The following provision applies to any reorganization or restructuring which occurs on or after July 21, 1994.

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 (8.03(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.

8.04 (a) Negotiating Committee

The Hospital agrees to recognize a negotiating committee comprised of three (3) 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.

(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 the purpose of attending arbitration hearings.

8.05 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.

8.06 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 9 - ACCIDENT PREVENTION - HEALTH AND SAFETY COMMITTEE

9.01 **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.

- 9.02 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.
- 9.03 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.
- 9.04 The Hospital agrees to co-operate reasonably in providing necessary information to enable **the** Committee to fulfil its functions.
- 9.05 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.
- 9.06 Any representative appointed or selected in accordance with 9.02 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 and any representative(s) attending such meetings during their regularly scheduled hours of work, shall not lose regular earnings as a result of such attendance.
- 9.07 The Union agrees to endeavour to obtain the full cooperation of **its** membership in the observation of all safety rules and practices.

ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCEDURE

- 10.01 **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.
- 10.02 For purpose of this Agreement, a grievance is defined as a difference arising between a **member** of the bargaining unit and the Hospital relating to the interpretation, application, administration or alleged violation of **the** Agreement.
- 10.03 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 immediate 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.

10.04 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.

10.05 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**.

10.06 Discharge Grievance

Pursuant to Section 43.1 subsection **(2)** of the Labour Relation Act, the parties confirm that 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.

- 10.07 The Hospital agrees that it will not discipline an employee without just cause.
- 10.08 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.
- 10.09 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).
- 10.10 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.
- 10.11 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 10.12 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 10.13 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.
- 10.14 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.

- 10.15 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.
- 10.16 **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.
- 10.17 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 11 - LETTERS OF REPRIMAND AND ACCESS TO FILES

- 11.01 **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.
- 11.02 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 12 - SENIORITY

- 12.01 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.

- 12.02 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.
- 12.03 (a) Part-time employees shall have their seniority expressed on the basis of number of hours worked.
- (b) Notwithstanding Article 12.03 (a) seniority shall accrue during a pregnancy leave or parental leave. For the purposes of pregnancy leave and parental leave, seniority accrual **shall** be determined by multiplying the normal weekly hours times the number of weeks the employee is absent due to a pregnancy leave up to a maximum of 17 weeks and/or the number of weeks the employee is absent due to a parental leave **up** to a maximum of 18 weeks, whichever is applicable.
- 12.04 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 1650 **hours** worked for each year of full-time seniority. For the purposes of the application of seniority under the agreement but not for the purposes of service under any provisions of the agreement, an employee whose status is changed from part-time to full-time shall receive credit for his seniority on the basis of one (1) year of seniority for each 1650 hours worked. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer.

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

NOTE: Article 12.05 is applicable to Full-Time Employees Only.

12.05 (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 12.05 (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.

12.06 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.

12.07 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.

12.08 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.

12.09 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 13.06 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 (6) 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 13 - LAYOFF AND RECALL

NOTE: Article 13 applies to Full-Time and Regular Part-Time Employees only.

13.01 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.

This provision applies to notice of layoff given on or after July 21, 1994. Where notice of layoff is given prior to July 21, 1994, the previous notice requirements apply.

13.02 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.

13.03 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 Standards **Act** applies. It is further agreed that notice to both the Union and the employees may run concurrently.

This provision applies to notice of layoff given on or after July 21, 1994. ~~Where~~ notice of layoff is given prior to July 21, 1994, the previous notice requirements apply.

13.04 An employee who is subject to layoff shall have the right to either:

- a) accept the layoff and be placed on a recall list for twenty-four **(24)** months; or
- b) displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in the department, if the employee originally subject to layoff can perform the duties of the lower or identical classification without training other than orientation.

If an employee cannot displace an employee in her 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 subject to layoff can perform the duties of the lower or identical classification without training other than orientation.

For purposes of layoff under this Article, the clinical laboratory department would include the sub-disciplines of laboratory medicine,

13.05 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.

13.06 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.

13.07 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.

- 13.08 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.
- 13.09 Where there is an available opening which has not been filled in accordance with Article 13.06, 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 12.09(c).
- 13.10 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 **13.06**, 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 14 - TECHNOLOGICAL CHANGE

NOTE: Article 14 applies to Full-Time and Regular Part-Time Employees **ONLY**. It does not apply to Casual Part-Time Employees.

- 14.01 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.

14.02 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 15 - JOB POSTING, PROMOTION AND TRANSFER

15.01 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 15.06.

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.

- 15.02 Notices of vacancies referred to in 15.01 shall include, for informational purposes: department, classification, qualifications.
- 15.03 A copy of the posted notice will be sent to the Local President or his designate, within the aforementioned seven (7) calendar days.
- 15.04 The name of the successful applicant will be posted and a copy sent to the local President or his designate.
- 15.05 The Hospital agrees to discuss with unsuccessful applicants ways in which they can improve for future postings, if requested.
- 15.06 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.
- 15.07 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.
- 15.08 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.

- 15.09 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.
- 15.10 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 15, and selection shall be made in accordance with Article 15.06. All provisions of Article 15 will apply to employees selected in accordance with this provision.

ARTICLE 16 - LEAVES OF ABSENCE

NOTE: The provisions of Article 16, Leaves of Absence, apply to full-time and regular part-time employees but do not apply to casual part-time.

- 16.01 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.
- 16.02 (a) (i) 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 Article 16.02 (a) **(ii)**.

- (ii) Notification required for leave under **this** Article shall be two (2) weeks. The number of employees who may be absent at any one time and from any one area shall be as follows:

(a) O.P.S.E.U.'s Annual Convention:

Laboratory - 3 employees
X-Ray - 2 employees
 All other areas - 1 employee

(b) O.P.S.E.U. Hospital Division Meetings:
 as per subsection (a)

(c) Other Local Union Business:
 one employee from each department.

It is understood that leaves requested under subsections (a) and (b) shall be granted only once annually. Should requests for leave under subsections **(a)** and (b) be made more than once annually, then the formula referred to in subsection (c) shall apply.

(b) Union Position Leave - Full-time

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

(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.

16.03 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.

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,

16.04 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.

16.05 (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.

(Applicable to Full-Time **Employees** and Regular **Part-Time** Employees)

- (ii) .Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan, and retroactive to date of confirmation by the Unemployment Insurance Commission, an employee who is on pregnancy leave as provided under this agreement **and who** is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 18 of the Unemployment Insurance Act, 1971, 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 Unemployment Insurance benefits during her leave and **any** other earnings. Such payment shall commence following completion of the two week **-unemployment insurance** waiting period, and **receipt** by the Hospital of the employee's Unemployment Insurance cheque stub **as** proof that **she** is in receipt of Unemployment 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.

(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.

(Applicable to Full-Time Employees and Regular Part-Time Employees)

- (ii) Effective on confirmation by **the** Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan, and retroactive to date of confirmation by the Unemployment Insurance Commission, an employee who is on parental leave as provided under this agreement and who is in receipt of Unemployment Insurance parental benefits pursuant to Section 20 of the Unemployment Insurance Act, 1971, 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 Unemployment Insurance benefits during her leave and any other earnings. Such payment shall commence following completion of the two week unemployment insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance **cheque** stub as proof that she is in receipt of Unemployment 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.

(Applicable to Full-Time Employees)

- (iii) 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 for the **period** of absence.

(Applicable to Part-Time Employees)

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.

16.06 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.

16.07 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.

16.08 Prepaid 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 16.08 (1) and from any one **department** shall be one (1) per department except for the Laboratory where two (**2**) employees **may** be accepted in the plan. Where there are more applications than spaces allotted, seniority shall govern subject to 16.08 (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 16.08 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.

(f) Deferred Earnings

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

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

(g) Health and Welfare Benefits

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

Full-Time Employees Only

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

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

(h) Seniority and ServiceFull 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 16.08 (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 17 - SICK LEAVE AND LONG TERM DISABILITY

NOTE: The provisions of Article 17, Sick Leave and Long Term Disability, apply to full-time employees ONLY.

17.01 The Hospital shall provide a short-term sick leave plan at

Least equivalent to that described in the **1982 Hospitals of Ontario Disability Income Plan (HOODIP)** brochure.

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

- 17.02 **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 deductions.
- 17.03 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.
- 17.04 Any dispute which may arise concerning an employee's entitlement to short-term or long-term benefits under HOODIP may be subject to grievance and arbitration under the provisions of this Agreement.
- 17.05 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**.
- 17.06 Payout 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.
- 17.07 Where an **employee**, employed as of the effective date of the transfer to HOODIP or equivalent, did not **have** the required service to qualify for payout on termination, he shall be entitled to the same payout provisions as set out in paragraph 17.06 **above**, providing he subsequently achieves the necessary **service** to qualify for payout under those provisions.
- 17.08 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 Worker's Compensation Act, the Hospital, on application from the **employee**, will supplement the award made by the **Worker's** 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 18 - HOURS OF WORK & OVERTIME

18.01 (a) (i) Applicable to Full-Time Employees

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 hours (37 1/2) hours per week and seven and one-half (7 1/2) 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).

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 Article 18.01 (a) (ii).

- (ii) The length of time to which the hours of work per week are to be averaged over shall be four (4) consecutive weeks.

18.01 (b) (i) Applicable to Part-time Employees

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.)

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 Article 18.01 (b) (ii).

(ii) As per Article 18.01 (a) (ii)

18.01 (c) Where the Hospital and the Union agree, subject to the approval of the Ministry of Labour, other arrangements regarding hours of **work may** be entered into between parties on a local level with respect to **tours** beyond the normal or standard work day in accordance with the provisions set out in Article 28.05 of the collective agreement.

18.02 (a) Applicable to Full-Time Employees

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

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.

18.03 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 1/2)** times the regular straight time hourly rate of pay.

NOTE: Article 18.04 is not **applicable** to part-time **employees.**

18.04 Overtime Accumulation

Where a employee has worked and accumulated approved overtime hours (other than overtime hours related to **paid** holidays) **up** to a maximum one (1) day's accumulation, 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 (1 1/2)

times). Where an employee chooses the **latter** option, such time off must be taken within **(2)** two **pay periods** of the occurrence of the overtime at a time mutually **agreeable** to the Hospital **and** the employee, or payment in accordance with the **former** option **shall be made**.

The maximum for purposes of overtime accumulation and the scheduling of time off shall **be** determined locally.

18.05 (a) Applicable to Full-Time Employees

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 1/2) his regular straight time hourly rate for all time worked in **excess** of his normal daily **hours**.

(b) Applicable to Part-Time Employees

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 1/2) his regular straight time hourly rate for all time worked in excess of the normal or standard work **day**.

18.06 Meal Allowance

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

18.07 Time Off Between Shifts

Failure to provide 24 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~~ the employee's regular straight time hourly rate for only those hours which **reduce** the 24 **hour period**.

Where the 24 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**.

18.08 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 ($1\frac{1}{2}$) 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 ($1\frac{1}{2}$) of her regular straight time hourly rate for all hours **worked** on her next shift.

18.09 First shift of the **day** to commence with the midnight shift, i.e. weekdays - **midnight** Sunday to midnight Friday;
weekends - midnight Friday to midnight Sunday.

ARTICLE 19 - STANDBY

19.01 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**.

19.02 Phlebotomist working at the **McLaren** Street site shall **receive** standby pay for all lunch hours.

ARTICLE 20 - CALL BACK

NOTE: Article 20.01 applicable to Full-time and Regular Part-time Employees **ONLY**.

20.01 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 no less than **two (2) hours' pay** (except those **Hospitals** where $2\frac{1}{2}$ or 3 hours **is applicable**) at time and one-half ($1\frac{1}{2}$) **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 1/2) 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: For Part-Time Employees

For purposes of clarification, Article 20.01 does not **apply** to prescheduled hours of work. Article 20.01 does not apply where the employee elects to **work** additional unscheduled hours made available by the Hospital.

ARTICLE 21 - SHIFT PREMIUM

- 21.01 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 cents (\$1.25) 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**.
- 21.02 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.

ARTICLE 22 - TRANSPORTATION ALLOWANCE

- 22.01 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 60% of the taxi fare to **a** maximum of \$4.50 each **way** or such greater amount **as** the Hospital may in **its** discretion determine for each trip. The employee will provide to the Hospital satisfactory proof of payment of such taxi **fare**.

ARTICLE 23 - RESPONSIBILITY

23.01 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.

ARTICLE 24 - NO PYRAMIDING

24.01 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 25 - PAID HOLIDAYS

25.01 Applicable to Full-Time Employees

- (a) The collective agreement shall provide eleven (11) 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.

New Year's Day	Good Friday
Victoria Day	Canada Day
August Civic Holiday	Labour Day
Thanksgiving Day	Christmas Day
Boxing Day	2 Floating Holidays

- (b) Applicable to Part-Time Employees

The collective agreements shall list eleven (11) holidays for purposes of payment for work performed on such holidays.

New Year's Day	Good Friday
Victoria Day	Canada Day
August Civic Holiday	Labour Day
Thanksgiving Day	Christmas Day
Boxing Day	2 Floating Holidays

Applicable to both Full-Time and Part-Time Employees

Effective April 1, 1989, the collective agreement shall provide for twelve (12) paid holidays subject to the terms and conditions set out herein.

25.02 (a) Applicable to Full-Time Employees

An employee required to work on any of the designated holidays listed in the collective agreement shall be paid at the rate of time and one-half (1 1/2) his regular straight time rate of pay for all hours worked on such holiday, subject to Article 25.03. In addition, he will receive a lieu day off with pay in the amount of his regular straight time hourly rate of pay times seven and one half (7 1/2) hours, except in those Hospitals which have a standard work day of less than seven and one-half (7 1/2) hours in which case holiday pay will be based on the standard daily hours in that Hospital.

25.02 (b) Applicable to Part-Time Employees

An employee required to work on any of the designated holidays listed in the collective agreement shall be paid at the rate of time and one-half (1 1/2) his straight time rate of pay for all hours worked on such holiday, subject to Article 25.03.

25.03 Overtime on a Paid Holiday

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

25.04 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.

25.05 Floating holiday shall be granted under the following conditions:

- (1) The holiday shall be requested by the employee in writing at least one (1) month in advance.
- (2) The holiday shall be taken during the calendar year. All such requests must be submitted prior to November 1 of each

year. Failing such, the employee's supervisor retains **the** right to assign floating holidays as **they** may best suit the requirements of the department.

- (3) Where there is a conflict between two or more employees as to the **same** chosen date, seniority shall **be** the governing factor **subject** to the efficient operation of the **Hospital**.

25.06 In order to **qualify** for **payment** of any of the above holidays an employee is required to work his last regular shift immediately preceding the holiday and **his** next regular work shift immediately following the holiday, except where an employee is absent due to verified accident or illness. Such employee shall be paid the first of the above listed paid holidays which occurs during such absence.

25.07 Paid Holidays (Laboratory only) - Full-time staff to **have** until **February** 1st to have choice for day **shifts** on statutory holidays, then **open** to part-time **staff**.

ARTICLE 26 - VACATIONS

26.01 (a) 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) Applicable to Regular Part-Time Employees only

All **regular** part-time employees shall be entitled to vacation pay based upon the applicable percentage provided in accordance with the vacation entitlement of full-time employees of their **gross** salary for work performed in the preceding year. Equivalent years of service shall be used to determine vacation pay entitlement. Equivalent years of service shall be calculated on the basis on one (1) year of service for each 1650 hours worked.

Notwithstanding this provision, the calculation of service for purposes of vacation entitlement will include service accrued during a pregnancy leave or parental leave on the basis of seniority accrual during such leaves in accordance with Article 12.03 (b) 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.

NOTE: Article 26.02 is not applicable to Part-time Employees

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

Where an employee's scheduled vacation is interrupted due to 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.

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

26.04 Time of Vacation

For the purpose of scheduling vacations, the vacation year shall be from January 1st to December 31st.

26.05 Vacation Requests

- (a) Written **requests** for annual vacations will be accepted each year. Only requests submitted by March 1st will be allotted in accordance with seniority rights as **provided** in Article 12.
- (b) A request for a "special" holiday consideration during prime time (Easter break, July, August and around Christmas) should be made, in writing, before January 30th of that vacation year. **The** dates will be posted on the vacation schedule immediately. If no challenge to these dates is received within fifteen (15) working days, the vacation will be granted regardless of seniority **rights**, but in accordance with availability of covering staff.
- (c) If the request is for a split vacation, the dates designated by the Employee will be dealt with in conjunction with seniority rights as outlined in (a) above. The secondary dates will receive consideration only after all primary requests have been received.
- (d) The management **reserves** the rights to the final decision as to the scheduling of vacations.
- (e) Where a statutory holiday occurs during or immediately prior to or following a scheduled vacation, an employee will not be **scheduled** to work such statutory holiday unless by mutual agreement.
- (f) It is understood **that** it is the employee's choice subject to **26.06** (a), (b) and (c) above to request a continuous or split vacation and the employer will not **limit** any request subject to 26.06 (a), (b) and (c) during **the** vacation year. •

ARTICLE 27 - HEALTH AND WELFARE BENEFITS

NOTE: The provisions of Articles 27.01 to 27.06 with respect to the Health and Welfare Benefits apply to **Full-Time** employees **ONLY**.

27.01 Semi-Private Hospital Insurance

The Hospital agrees to pay 100% of the billed **premiums**

towards coverage of eligible employees in the active employ of the Hospital under **the Blue Cross Semi-Private Plan** or comparable coverage with another carrier.

27.02 Extended Health Care

Effective the first of the month following the date of the award the Hospital shall contribute' on behalf of each eligible employee **seventy-five percent** (75%) of the billed premium **under** the Extended Health Care Plan (Blue Cross \$10 - \$20 plan including hearing aids with a maximum of \$300.00 per person and vision care with a maximum of \$60.00 every 24 months per person, or **its** equivalent) **provided the balance of** the monthly **premium** is paid by **employees** through payroll deduction (subject to appropriate Union and Employer recruitment). Any Hospital currently paying more than 75% of the premium shall continue to do **so**.

Effective April 1, 1989, the deductible for **the** Extended Health **Care Plan** will be \$15.00 (single) and \$25.00 (family) and the vision care maximum will increase to \$90.00 every 24 months per person.

27.03 Dental

The Hospital shall implement **a** Blue Cross Plan #9 (or its equivalent) based on current ODA fee schedule effective as soon as possible following the date of the **award** when enrolment requirements have been satisfied. The Hospital shall pay fifty percent (50%) of the monthly premium rates on behalf of **active** employees, the balance being paid by participating employees through payroll deduction. Employees will be enrolled in the existing Plan in accordance with the **terms and** conditions of the Plan.

Effective April 1, 1990, **the** Hospital's contribution to the dental plan will be seventy-five percent (75%).

27.04 The Employer agrees to maintain the Pension Plan described as the Hospitals of Ontario Pension Plan.

27.05 Group Life Insurance

Effective the first of the month following the date of the award agreements that provide for HOOGLIP or other equivalent **group** life insurance **plans** shall have a Hospital contribution of ninety percent (90%) 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. Hospitals currently contributing **a** greater portion of the premium shall continue to do so.

Effective April 1, 1989, **the** Hospital's contribution to the **group** life insurance **plan** will be one hundred percent (100%).

27.06 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,

27.07 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.

27.08 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 28 - MISCELLANEOUS

28.01 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.

28.02 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.

28.03 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

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 1/2) times the employee's regular straight time hourly rate for only those hours which reduce the (_____) hour period.

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

Article 3 - overtime

- 3.01 Overtime shall **be** defined as being all hours worked in excess of the normal or standard extended **work** day, as set out in Article 2.1 of the Model Agreement or in excess of the normal or standard work week as set out in Article 18.01 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 18.01 (a).

7.02 An employee required to work on any of the designated holidays listed **in** the collective **agreement** shall be paid at the rate of time and one-half (1 1/2) his regular straight time **rate of pay** for all hours **worked** on such holiday, subject to Article 25.03. In addition, he will **receive a lieu** day off with **pay in** the amount of his **regular** straight time hourly rate of **pay times seven and one-half (7 1/2) hours**, except in those hospitals which have a standard work day of **less** than seven and one-half (7 1/2) **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 26.01 (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 26.01 (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**

28.07 **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 Period

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 5 - 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

28.08 **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.

28.09 **Job Sharing**

(**Any job** sharing agreement will encompass all of the following principles):

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 Hospital's staffing

complement.

Where the Hospital and Union agree to a job sharing arrangement, the introduction and discontinuance of such **job** sharing arrangement will be determined locally. In preparing discontinuance language, the parties shall make provisions for a full-time employee who has transferred to a regular part-time position as part of a job sharing arrangement to have the first option of returning to that full-time position on the collapse of the arrangement.

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

A full-time employee who transfers to a regular part-time position under the job sharing arrangement, or subsequently returns to a full-time position immediately upon the discontinuance of a **job** sharing arrangement will, for the purposes of this arrangement, **transfer service based** on one (1) year of full-time service equalling 1650 hours worked. (Those Hospital contracts will lesser hourly requirements shall continue).

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

ARTICLE 29 - COMPENSATION

29.01 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.

- 29.02 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** ,yearsof recent, related, full-time hospital 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 1650 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.

Applicable to Part-Time Employees **Only**

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

Notwithstanding this provision, the calculation of **service** for **purposes** of progression on the salary grid will include **service** accrued during a pregnancy leave or parental leave on the **basis** of seniority accrual during such leaves in accordance with Article 12.03 (b) of **the** agreement.

- 29.04 The employer is free to grant merit increases in addition to **the maximum stated** in the **above** schedule.

- 29.05 On presentation of proof of success, employees who have been successful in the registration examinations of the CSLT shall be given retroactive registered technologist salary in one of the following ways:

- (a) if successful on his first attempt, the salary shall be retroactive to the date of examination or employment whichever is **the** later.
- (b) **if successful** on his second or subsequent attempts, the

salary shall be paid from the date on which evidence of successful completion is presented.

- 29.06 The salary recognition for additional preparation shall be paid in addition to salary schedules only when specific skills afforded are utilized directly in the employment of the technologist, and such amount shall be applied as follows:
- (a) \$30.00 **per** month (\$15.00 per month for applicable Part-time staff) for ART certification shall only apply to those below the classification of Charge Technologist.
- 29.07 Salary recognition for special procedures responsibilities in the Radiology Department shall be \$50.00 per month. The employee(s) required to perform said **special** procedures responsibilities are those designated by the hospital.
- 29.08 Attached hereto and forming an integral part of this Agreement is Schedule "A" - **Wage** Rates which is a schedule of job classifications and ranges of rates of pay for each classification.

ARTICLE 30 - SUPERIOR BENEFITS

- 30.01 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 31 - SOCIAL CONTRACT ACT DISPUTE

- 31.01 The parties have agreed to submit their dispute concerning Employers' proposal #8 with regards to the incorporation of the standard central provisions in the Hospital's expiring collective agreement to binding interest arbitration in accordance with the Hospital **Labour Disputes Arbitration Act**.

ARTICLE 32 - BULLETIN BOARDS

- 32.01 The Employer shall **provide space** on a bulletin board upon which the Union shall have the right to post notices of meetings and such other notices **as** may be of interest to the employees, provided that such notices are first **submitted to** the Administration for its approval before posting. All such notices shall be signed by an officer of the Union.

ARTICLE 33 - UNIFORMS

33.01 The Employer agrees to maintain its present policy with regard to supplying and laundering **lab** coats to members of **its** staff.

ARTICLE 34 - NOTICE OF TERMINATION OF EMPLOYMENT

34.01 If an employee in the bargaining unit **is** planning to terminate his services with the Hospital, he must **give** the Department Head or **his** designee a minimum of two (**2**) weeks notice in writing. If **this** notice is not given, or the employee is dismissed for just cause, then the Hospital **will** be absolved from payment of any benefit on termination, except as required by the Employment Standards **Act**.

ARTICLE 35 - RETIREMENT

35.01 All employees in the bargaining unit of the North Bay General Hospital shall be automatically retired on reaching sixty-five (65) **years** of **age**.

35.02 Employees, who through age or physical disability, are, or become, no longer capable of performing all of the normal functions of their work may, at the discretion of the Employer, be retained in the employment of **the Hospital** **provided** suitable work is available. In such **cases** the wage provisions of this Agreement may not apply for such employees, and the Employer shall have the right to establish what it considers an equitable rate of pay on agreement with the Union.

ARTICLE 36 - HEALTH EXAMINATIONS

36.01 When required by the Employer, **the** employees will submit to a physical examination, stool examinations and/or culture, including laboratory **tests**, x-ray, inoculations and vaccinations; it **being** understood that examinations may be conducted by the employee's own personal physician, and without limiting the generality of the foregoing, the employees agree to submit to **any** examination required from **time** to **time** by the Public Hospitals Act, R.S.O. 1970, chapter 378 and amendments thereto and/or regulations thereto.

ARTICLE 37 - LATENESS

37.01 Employees who are late for their scheduled shift shall be deducted from the time actually worked according to the following schedule, unless excused by the Executive Director at his discretion:

<u>Minutes Late</u>	<u>Time Deducted</u>
1 - 15	Nil
16 - 30	30 minutes
31 - 45	45 minutes
46 - 60	1 hour

and so on in units of one **quarter** (1/4) hour

ARTICLE 38 - PAY DAYS

38.01 It is agreed and understood by the parties hereto that **pay** days for the duration of this Agreement shall be every second Thursday, except that some latitude shall be allowed to the **pay** office where a Statutory Holiday occurs during the week.

ARTICLE 39 - POSTING OF DUTY SCHEDULES

39.01 Full-time

(a) Duty schedules will be posted 4 weeks in advance. Every effort will be made to give employees due consideration to their preferences for **days** on/off. **However, the hospital** reserves the right to have final decision in the scheduling of duty rosters. Employees wishing to change their posted hours may do **so providing** they submit the request in writing and stating the name of the technologist willing to cover the change. such changes must not alter the **balance and number** of technologists working in a section, result in overtime payment or increase in the total paid hours charged to the Department.

(b) The following shall **apply** for part-time employees:

Duty schedules for part-time employees will be posted two (2) weeks **in** advance. Employees wishing to change their posted hours may do so providing they submit the request in writing and stating the name of the employee **willing to cover** the change. Such changes must not alter the staffing balance and under no circumstances shall it result in the **payment** of overtime premiums **or** increase the total **paid** hours charged to the Department.

ARTICLE 40 - PART-TIME HOURS

39.01 Part-time employees shall be placed on the appropriate wage grid at a level reflecting their total hours of service in accordance with the following:

Level 1	0 hours	1650 hours
Level 2	1651 hours	3300 hours
Level 3	3301 hours	4950 hours
Level 4	4951 hours	6600 hours
Level 5	6601 hours	8250 hours
Level 6	8251 hours	9900 hours
Level 7	9901 hours	11550 hours
Level 8	11551 hours	13200 hours
Level 9	13201 hours and greater	

ARTICLE 41 - MALPRACTICE AND PROFESSIONAL LIABILITY

41.01 Malpractice and Professional Liability Insurance - the Hospital agrees to continue to provide insurance to cover technologists and other employees in the event of any legal action brought against such employees in the course of employment with the hospital.

ARTICLE 42 - DURATION AND RENEWAL

42.01 This agreement shall continue in effect until the 31st day of March, 1996, 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.

42.02 (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 (90) days to sixty (60) 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.

Dated at North Bay, Ontario, this 11th day of SEPTEMBER 1995

ONTARIO PUBLIC SERVICE EMPLOYEES
UNION

NORTH BAY GENERAL HOSPITAL

Brian Baldwin

Frank North

She Daffery

[Signature]

'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.

SALARY GRIDS APRIL 1992REGISTERED TECHNOLOGIST

	<u>YEARLY</u>	<u>MONTHLY</u>	<u>HOURLY</u>
<u>START</u>	32784	2732	16.812
1	34536	2878	17.711
2	35988	2999	18.455
3	37596	3133	19.280
4	39192	3266	20.098
5	40800	3400	20.923
6	42396	3533	21.742
7	44004	3667	22.566
8	45600	3800	23.385
9	47208	3934	24.209

SENIOR TECHNOLOGIST

	<u>YEARLY</u>	<u>MONTHLY</u>	<u>HOURLY</u>
2	38147	3179	19.563
3	39852	3321	20.437
4	41544	3462	21.304
5	43248	3604	22.178
6	44940	3745	23.046
7	46644	3887	23.920
8	48336	4028	24.788
9	50040	4170	25.662

CHARGE TECHNOLOGIST

	<u>YEARLY</u>	<u>MONTHLY</u>	<u>HOURLY</u>
2	40307	3359	20.670
3	42108	3509	21.594
4	43895	3658	22.510
5	45696	3808	23.434
6	47484	3957	24.351
7	49284	4107	25.274
8	51072	4256	26.191
9	52873	4406	27.114

PHARMACIST

	<u>YEARLY</u>	<u>MONTHLY</u>	<u>HOURLY</u>
<u>START</u>	42084	3507	21.582
1	44760	3730	22.954
2	47424	3952	24.320
3	50100	4175	25.692
4	52776	4398	27.065
5	55452	4621	28.437
6	58116	4843	29.803

SPEECH PATHOLOGIST (MA), PSYCHOMETRIST (MSW), AUDIOLOGIST (MA)

	<u>YEARLY</u>	<u>MONTHLY</u>	<u>HOURLY</u>
START	38892	3241	19.945
1	41364	3447	21.212
2	43836	3653	22.480
3	46296	3858	23.742
4	48768	4064	25.009
5	51240	4270	26.277
6	53712	4476	27.545

PHYSIOTHERAPIST, OCCUPATIONAL THERAPIST

	<u>YEARLY</u>	<u>MONTHLY</u>	<u>HOURLY</u>
START	35724	2977	18.320
1	38436	3203	19.711
2	41148	3429	21.102
3	43860	3655	22.492
4	46572	3881	23.883
5	49284	4107	25.274
6	51996	4333	26.665

DIETITIAN, SOCIAL WORKER (BSW)

	<u>YEARLY</u>	<u>MONTHLY</u>	<u>HOURLY</u>
START	34092	2841	17.483
1	36264	3022	18.597
2	38424	3202	19.705
3	40596	3383	20.818
4	42756	3563	21.926
5	44928	3744	23.040
6	47088	3924	24.148

SPEECH PATHOLOGIST (BACHELORS)

	<u>YEARLY</u>	<u>MONTHLY</u>	<u>HOURLY</u>
START	35475	2956.27	18.192
1	39075	3256.25	20.038
2	42675	3556.22	21.884
3	46274	3856.20	23.730
4	49874	4156.17	25.576

TECHNICIAN 5

	<u>YEARLY</u>	<u>MONTHLY</u>	<u>HOURLY</u>
<u>START</u>	33444	2787	17.151
1	34908	2909	17.902
2	36396	3033	18.665
3	37872	3156	19.422
4	39360	3280	20.185

TECHNICIAN 4

	<u>YEARLY</u>	<u>MONTHLY</u>	<u>HOURLY</u>
<u>START</u>	31608	2634	16.209
1	33000	2750	16.923
2	34404	2867	17.643
3	35796	2983	18.357
4	37188	3099	19.071

TECHNICIAN 3

	<u>YEARLY</u>	<u>MONTHLY</u>	<u>HOURLY</u>
<u>START</u>	28296	2358	14.511
1	29556	2463	15.157
2	30792	2566	15.791
3	32052	2671	16.437
4	33300	2775	17.077

TECHNICIAN 2

	<u>YEARLY</u>	<u>MONTHLY</u>	<u>HOURLY</u>
<u>START</u>	26460	2205	13.569
1	27264	2302	14.166
2	28800	2400	14.769
3	29976	2498	15.372
4	31128	2594	15.963

TECHNICIAN 1

	<u>YEARLY</u>	<u>MONTHLY</u>	<u>HOURLY</u>
<u>START</u>	23880	1990	12.246
1	24936	2078	12.788
2	25980	2165	13.323
3	27048	2254	13.871
4	28092	2341	14.406

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 Participating Hospitals and the Ontario Public Service Employees Union as awarded on March 31, 1993, and expiring on March 31, 1996. The existing Collective Agreements of the Participating Hospitals will be amended as indicated herein.

Signed at Toronto, Ontario the 11th day of SEPTEMBER, 1995. *[Handwritten initials]*

ONTARIO PUBLIC SERVICE EMPLOYEES UNION

NORTH BAY GENERAL HOSPITAL

Brian Baldwin
Grant K. Smith
Dee Daffron

[Handwritten signature]

LETTER OF INTENT

It is understood and agreed that a portion of the percentage in lieu provided for in Article 27.08 of the collective agreement is attributable to pensions. In the event that it is determined that legislation requires the Hospitals to provide part-time employees with access to the pension plan, such access will be provided to all part-time employees. The reduction, if any, in the percentage in lieu will be negotiated by the parties. The Board of Arbitration, established under the Memorandum of Conditions for Joint Bargaining, dated January 21, 1988, will be asked to remain seized and determine the matter of any reduction should the parties not be able to reach agreement.

LETTER OF INTENT

The Hospital will continue its policy of paid parking for employees who opt for monthly parking which currently is on the basis of the following rate:

\$15. per month

Prior to any change in this rate to reflect changes in costs of providing parking services, the proposed change will be discussed at the Labour-Management Committee. In the event the Hospital changes the rate, the Union has the right to grieve.

LETTER OF UNDERSTANDING

BETWEEN

NORTH BAY HOSPITAL COMMISSION

Operating the North Bay General Hospital

and

ONTARIO PUBLIC SERVICE EMPLOYEES UNION

This will confirm the understanding reached at negotiations between the parties relating to the termination of a probationary employee in accordance with Article 12 of the Collective Agreement, that is the Employer undertakes to meet with and advise the probationary employee of the reasons for termination.

DATED AT NORTH BAY, ONTARIO, THIS 29th DAY OF SEPTEMBER, 1994.

ONTARIO PUBLIC SERVICE EMPLOYEES
UNION

NORTH BAY GENERAL HOSPITAL

Brian Baldwin

Grant Veitch

De Haffray

RLB —

The intent of this agreement is to modify the terms and conditions of the present Collective Agreement between the parties in order to allow full-time employees, subject to the terms of this agreement to reduce their present regular hours of work for the purpose of sharing one full-time position without additional casts to the Hospital.

LETTER OF UNDERSTANDING

June 1, 1985 to May 31, 1986

Between

NORTH BAY CIVIC HOSPITAL COMMISSION

and

ONTARIO PUBLIC SERVICE EMPLOYEES UNION LOCAL 662

RE JOB SHARING MENT

The above mentioned parties agree to the following provisions:

1. Full-time employees in the bargaining unit may request in writing, the Employer to implement a job sharing scheme. If terms are agreed to by the employee, the Union and the Employer, it shall be implemented.
2. Such proposal shall be limited to splitting one full-time position into two equal parts based upon 37 1/2 hours per employee per two week period on the average.
3. Employees who enter into such a job sharing scheme shall continue to be included in the bargaining unit notwithstanding the recognition provisions of the relevant collective agreement, and this Paragraph 3 shall in no way be deemed to constitute an amendment of the recognition clauses in the collective agreements, and unless modified by this Letter of Understanding, all terms of the respective collective agreements shall continue to apply.
4. The seniority accrual of an employee participating in a job sharing scheme shall be 1/2 the full-time accrual for the period of operation of such scheme.
5. The service accrual of an employee participating in a job sharing scheme shall be 1/2 the full-time accrual for the period of operation of such scheme. Accordingly, vacation entitlement, vacation progression, wage progression, holiday pay for time

not worked, and any other benefits affected by service shall be half **the** full-time entitlement.

6. Statutory holiday pay shall be prorated in accordance with the hours actually worked under this arrangement and thus, if not worked, pay for a statutory holiday shall be limited to **3 3/4** hours times the employee's regular hourly rate.
7. **The** Employer costs of employee benefits, including O.H.I.P., H.O.O.D.I.P., Extended Health Care, Semi-Private, Dental, Group Life Insurance, etc., shall be 50% of the cost otherwise paid by the Employer in respect of full-time employees for **those** employees who participate in a job sharing scheme and who continue **to be** enrolled in such group employee benefit plans in accordance with their respective terms and conditions. It is understood that benefit entitlement will **be** identical to that enjoyed by regular full-time employees except for both short and long **term** portions of H.O.O.D.I.P. which will be reduced to 50%.
8. The appropriate pension plan must allow an employee participating in a **job sharing** scheme to continue to participate in such pension plan otherwise such employee will be deemed to be disqualified from participating further in such pension plan in accordance with its terms and conditions.
9. The overall costs for the Hospital for employee statutory and health **and welfare** benefits shall not increase **as** a result of **job** sharing schemes.
10.
 - (a) Should a **job** sharing scheme be entered into by **two** fulltime employees the resulting full-time vacancy position **shall be** posted **as** a temporary full-time position to run the length of the **job** sharing scheme. At the **end** of 1 year the employee taken on temporarily shall be considered permanent if the **job** sharing **is** to continue, otherwise he/she shall be terminated without any recourse to the grievance procedure. Said temporary employee shall be entitled to the appropriate pay plus **14%** in lieu of all fringe benefits. If he/she is to be declared permanent, seniority and **service** shall **be** made retroactive to their first day at temporary full-time status.
 - (b) When a job sharing scheme is discontinued, subject to **10 (c) below**, **both** employees will revert to full-time status without going **through** the regular job posting provisions of the collective agreement and further, the temporary employee taken on for the purpose of supplementing this job sharing scheme shall be terminated without recourse to the **grievance** procedure.

- (c) If the reason for discontinuing the **job** sharing scheme is caused by the termination of one of the employees **who** was participating in such scheme, the remaining employee would revert to his/her original full-time status without going through the job posting procedure and the employee working in the temporary Full-time position would **revert** to permanent full-time status. However if all parties are in agreement, a substitute partner may be provided.
11. Any request by an employee who is participating in **a job** sharing scheme for a leave of absence in excess of thirty (30) continuous calendar days, the granting of which is either required by the collective agreement or is discretionary and which is granted, shall temporarily suspend the job sharing scheme and the other employee who is participating in such scheme shall revert to **full-time** for the period of the approved leave of absence. **As** an option, another employee from inside or outside the bargaining unit (part-time), if willing, may share the vacancy for the period of the leave of absence. However, this option is subject to the Hospital's approval. During periods of vacation, leaves of absence or illness it is understood that the other partner shall, **for such** period, revert to regular full-time hours. It **is** understood that for short unanticipated **periods** of illness, the Employer may choose to replace the absent partner with part-time employees.
12. Any **job** sharing scheme must involve only employees in the same classification.
13. For clarity purposes, no overtime shall be **payable** to an employee who is participating in a **job** sharing scheme unless the provisions of the appropriate collective agreement are applied.
14. The monthly **wage** rates (including ART premium) in Schedule "**A**" of the collective agreement for employees participating in **a job** sharing scheme shall be prorated according to **the** adjusted hours of work **for** such scheme.
15. There shall be no grievances lodged by the employees, the Union or **the** employer resulting from the implementation of this experimental **job** sharing understanding or any particular **job** sharing scheme involving specific employees which was implemented. Any differences that may arise shall be discussed by the parties at a Labour/Management Meeting. If no agreement can be reached between the parties, the particular **job** sharing scheme involving specific employees which **was** the subject of the difference between the parties or this whole experimental **job** sharing understanding as the **case** may be, shall

cease to exist, and Paragraph 10 hereof shall thereupon become applicable with respect to the employees concerned.

16.' The parties will meet to review the renewal of this Letter of Understanding after 6 months in operation. It is understood that with thirty (30) days written notice of intent to do so, the Hospital, the Union or any of the employees involved in the job sharing scheme may elect to terminate the arrangement. If this should occur the employees shall return to their original full-time status and any temporary employee hired shall be terminated without recourse to the grievance procedure. If such employee has attained permanent status, the layoff provisions of the collective agreement shall apply.

DATED AT NORTH BAY, ONTARIO THIS 15TH DAY OF OCTOBER, 1985

FOR THE HOSPITAL

FOR THE UNION

RAA →

Brian Baldwin

Grant Hapth

John Daffery

10/15/85

LETTER OF UNDERSTANDING

Applicable to Full-time Employees Only

The central parties agree to establish a Benefits Review Subcommittee which will include four representatives from the Union and four representatives from the Participating Hospitals to **discuss** the terms of the benefit **plans** (other than pensions) provided under the collective agreement with a view of increasing the efficiency and effectiveness of **the** plans. As part of that review, the Committee will be provided with copies of the plan texts that pertain to those benefit plans. **The** Committee will report its findings to the Central Negotiating Teams on or before October 1, 1995.

The Union members elected or appointed from the bargaining unit shall suffer no loss of earnings for time spent during their regular scheduled working hours **while** attending meetings of this Subcommittee.

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 Conditions for Joint Bargaining) and the corresponding locals of the Ontario Public Service Employees Union, expiring March 31, 1996. The subsisting collective agreements of **the** applicable participating hospitals will be amended **as** indicated herein, **subject** to the award of the Board of Arbitration constituted to resolve the dispute concerning the Employer's proposal H8 on the application of the Social Contract Act.

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