

**COMBINED  
FULL-TIME  
AND  
PART-TIME  
COLLECTIVE AGREEMENT**

**BETWEEN:**

**SOUTH BRUCE GREY HEALTH CENTRE  
(hereinafter referred to as "the Hospital")**

**- and -**

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION**

**AND ITS LOCAL 275, PARAMEDIC UNIT  
(hereinafter referred to as "the Union")**

**EXPIRY: March 31, 2002**

## TABLE OF CONTENTS

	<b>PAGE</b>
<b>INDEX</b> .....	i - iv
<b>ARTICLE 1 Purpose</b> .....	1
<b>ARTICLE 2 Definitions</b> .....	1
2.01 <b>Gender Neutral Clause</b> .....	1
2.02 <b>Temporary Employee</b> .....	1
2.03 <b>Casual Employee</b> .....	1
2.04 <b>Regular Part-Time employee</b> .....	1
2.05 <b>Site</b> .....	2
<b>ARTICLE 3 No Discrimination Or Harassment</b> .....	2
<b>ARTICLE 4 No Strike/No Lockout</b> .....	2
<b>ARTICLE 5 Union Security (Union Dues)</b> .....	2
<b>ARTICLE 6 Representation and Committees</b> .....	3
6.01 <b>Union Stewards</b> .....	3
6.02 <b>Grievance Committee</b> .....	3
6.03(a) <b>Labour-Management Committees</b> .....	4
6.03(b) <b>Part-Time Utilization Information</b> .....	4
6.03(c) <b>Professional Responsibility</b> .....	5
6.04(a) <b>Negotiating Committee</b> .....	5
6.04(b) <b>Pay for Central Negotiating Committee</b> .....	5
6.05 <b>List of Union Representatives</b> .....	6
6.06 <b>New Employee Interview</b> .....	6
<b>ARTICLE 7 Accident Prevention - Health and Safety Committee</b> .....	6
<b>ARTICLE 8 Grievance and Arbitration Procedure</b> .....	7
<b>ARTICLE 9 Letters of Reprimand and Access to Files</b> .....	12
9.01 <b>Letters of Reprimand</b> .....	12
9.02 <b>Access to Files</b> .....	12

<b>ARTICLE 10 - Seniority</b> .....	<b>12</b>
10.01 Probationary Period .....	12
10.02 Seniority List.....	13
10.03 Seniority Accumulation .....	q3
10.04 Transfer of Seniority .....	13
10.05 Effect of Absence .....	14
10.06 Application of Seniority an Layoff and Recall .....	15
10.07 Layoff and Recall Rights.....	15
10.08 Retention and Accumulation of Seniority on Transfer.....	15
Outside Bargaining Unit	
10.09 Loss of Service and Seniority .....	15
<b>ARTICLE 11 layoff and Recall</b> .....	<b>f 6</b>
<b>ARTICLE 12 Technological Change</b> .....	<b>22</b>
<b>ARTICLE 13 Job Posing. Promotion and Transfer</b> .....	<b>23</b>
<b>ARTICLE 14 Leaves of Absence</b> .....	<b>25</b>
14.01 Personal .....	25
14.02(a) Union Business.....	25
14.02(b) Union Position Leave .....	25
14.03 Bereavement.....	26
14.04 Jury and Witness Duty.....	26
14.05(a) Pregnancy.....	27
14.05(b) Parental.....	28
14.06 Education.....	30
14.07 Paid leave (See also page 55) .....	30
<b>ARTICLE 15 Sick Leave and Long-term Disability</b> .....	<b>31</b>
<b>ARTICLE 16 Hours of Work and Overtime</b> .....	<b>32</b>
16.01 Work Week and Work Day .....	32
16.02 Rest Periods.....	34
16.03 Overtime Definition .....	34
16.04 Overtime/Callback Accumulation.....	34
16.05 Missed Meal Breaks .....	35
<b>ARTICLE 17 Premium Payments and Transportation/Meal Allowance</b> .....	<b>35</b>
17.01 Standby .....	35
17.02 Callback .....	35
17.03 Shift Premium .....	36

17.04 Weekend Premium .....	36
17.05 Meal Allowance.....	36
17.06 Transportation Allowance.....	36
17.07 Responsibility Pay.....	38
17.08 Time Off Between Shifts .....	39
17.09 Change of Schedule.....	39
17.10 No Pyramiding .....	39
ARTICLE 18 Paid Holidays.....	39
ARTICLE 19 Vacations.....	41
ARTICLE 20 Health and Welfare Benefits .....	43
20.01(a) Semi-private Hospital Insurance.....	43
20.01(b) Extended Health Care.....	43
20.01(c) Dental.....	44
20.01(d) Group Life Insurance.....	44
20.02 Change of Carrier .....	44
20.03 Pension.....	45
20.04 Divisible Surplus .....	45
20.05 Part-Time Benefits .....	45
20.06 Laid Off Employees .....	45
ARTICLE 21 Modified Work .....	45
21.01 Safe Return to Work .....	45
21.02 Modified Work .....	46
ARTICLE 22 Contracting Out .....	46
ARTICLE 23 Work of Bargaining Unit.....	46
ARTICLE 24 Continuing Education .....	46
ARTICLE 25 Superior Conditions.....	47
ARTICLE 26 Compensation.....	48
ARTICLE 27 Model Scheduling Agreements and Pre-Paid Leave .....	49
26.01 Extended Tours .....	49
26.02 Innovative/Flexible Scheduling.....	52
26.03 Job Sharing.....	53
26.04 Pre-Paid Leave.....	55
Duration and Renewal .....	58

**Letters of Intent**

**Placement on seniority List** ..... 60

**SCHEDULE "A"** ..... 60

**APPENDIX OF LOCAL ISSUES** ..... 66

**Article A - Scope and recognition** ..... 66

**Article B - Management Rights** ..... 66

**Article C - Dues Deduction** ..... 67

**Article D - Representation and Committees** ..... 67

**Article E - Leaves of Absence** ..... 67

**Article F - Seniority** ..... 68

**Article G - Hours of Work and Overtime** ..... 68

**Article H - Vacations** ..... 69

**Article I - Pay Days** ..... 70

**Article J - General** ..... 70

## **ARTICLE 1 - PURPOSE**

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

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

## **ARTICLE 2 - DEFINITIONS**

- 2.01 Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun and vice versa where the context so requires. Where the singular **is** used, it may also **be** deemed to mean plural and vice versa.
- 2.02 A "temporary" employee shall mean an employee hired by the Hospital on a temporary **basis** to cover an authorized leave of absence or a staff shortage. **A** temporary employee shall not remain in such position for more than **six (6)** months in any twelve (12) month **period** or the length of a pregnancy/parental leave which exceeds **six (6)** months in total. It is understood that such employees have no seniority rights under the provisions of the Collective Agreement unless they are hired as full-time employees and achieve seniority. If retained by the Hospital as full-time employees immediately following their temporary employment, such employees, subject to successfully completing the probationary period, shall be credited with seniority from date of hire. Employees hired to replace employees who are on authorized leave may **be** released and such release shall not be the subject of a grievance or arbitration.

The Hospital will outline to employees hired to fill such temporary vacancies the circumstances giving rise to the vacancy and the special circumstances relating to such employment, including payment of union **dues** effective the first pay period following date of hire.

- 2.03 A "casual" employee is one who is not scheduled on a regular basis but who **is** reasonably available to report to work as requested by the Hospital.
- 2.04 A "regular part-time" employee is one who is scheduled to work on a regular basis for not more than twenty-four (24) hours per week and who offers to be available on a regular predetermined **basis**.

2.05 "Site", when used in this Agreement refers to the geographic location of any of the facilities which comprise the South Bruce Grey Health Centre, i.e. Chesley, Durham, Kincardine and Walkerton.

### **ARTICLE 3 - NO DISCRIMINATION OR HARASSMENT**

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

3.02 It is agreed that there will be no discrimination by either party or by any of the employees covered by this Agreement on the basis of race, creed, colour, national origin, sex, marital status, age, religious affiliation or any other factor which is not pertinent to the employment relationship.

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

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

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

### **ARTICLE 5 - UNION SECURITY (Dues Deduction)**

5.01 The Hospital will deduct from each employee in the bargaining unit an amount equal to the regular bi-weekly union dues designated by the Union. The amount of regular bi-weekly 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 15<sup>th</sup> of the month following the month in which such deductions were made. In consideration of the deducting and forwarding of union dues by the Hospital, the Union agrees to indemnify and save harmless the Hospital against any claims or liabilities arising or resulting from the operation of this Article.

## **ARTICLE 6 - REPRESENTATION AND COMMITTEES**

### **6.01 Union Stewards**

The Hospital agrees to recognize eight (8) 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. No more than one (1) steward may **be** absent from any one department at each site on union business at any one time if their **absence** would interfere with the operational requirements of the department as determined by the Hospital.

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.

### **6.02 Grievance Committees**

The Hospital will recognize a local grievance committee composed of two (2) union representatives at each of *its* sites. The purpose of each local committee **is** to deal with complaints and grievances arising at its own site as set *out* in the collective agreement.

The Hospital will also recognize a central grievance committee composed of four (4) union representatives (one from each site). The purpose of this committee **is** to **deal** with complaints and grievances which, the parties agree, affect the bargaining unit as a whole.

The Union shall keep the Hospital notified in writing of the names *of* the members of the Grievance Committees appointed or selected under this article **as** well as the effective date of their respective appointments.

A committee member shall suffer no *loss of* earnings for time spent during their regular scheduled working hours in attending grievance meetings with the Hospital up to **but** not including arbitration.



6.03 (a) **Labour-Management Committees**

Where the parties mutually agree that there are matters of mutual concern and interest that would be beneficial if discussed at a labour-management committee meeting during the term of this agreement, the following shall apply:

**Local Committees**

A local labour-management committee, consisting of two (2) union representatives and two (2) Hospital representatives, **shall** be formed at each site. The committee shall meet at a time and place mutually satisfactory to discuss matters of mutual concern. **A** request for a meeting hereunder **will be** made in writing at least five (5) **days** prior to *the date* proposed **and** accompanied by an agenda of matters proposed to be **discussed**. Union representatives shall receive their regular pay for all regularly scheduled working hours lost due to attendance at such meeting.

**Central Committee**

**A** central labour-management committee consisting of four (4) union representatives (one from each site) and four Hospital representatives shall **be** formed. The committee shall meet at a time and place mutually satisfactory to discuss matters **of** mutual concern which, the parties agree, affect the bargaining unit **as** a whole. **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. Union representatives shall receive their regular pay for all regularly scheduled working hours lost due to attendance at such meeting.

(b) **Part-Time Utilization Information**

The Hospital agrees to supply the local union with part-time/full-time hours utilization by department, at the time specified for the posting of seniority lists. The Hospital further agrees to supply the Union, upon request, with other information that is reasonably related to utilization.

The parties may discuss part-time/full-time utilization through the Labour/Management Committee. The Hospital agrees to consider Union proposals for alternate distribution of hours between part-time and full-time. The Union recognizes the Hospital's right to determine such utilization.

(c) **Professional Responsibility**

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

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

6.04 (a) **Negotiating Committee**

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

The negotiating committee may have up to six (6) members provided that no more than one (1) member may **be** elected or appointed from each department at each site.

(b) **Pay for Central Negotiating Committee**

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

6.05 **List of Union Representatives**

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

6.06 **New Employee Interview**

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

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

- 7.01 The Hospital and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.
- 7.02 Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of each of its Accident Prevention - Health and Safety Committees, at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees.
- 7.03 Such Committees shall identify potential dangers and hazards, institute means of improving health and safety programmes and recommend actions to be taken to improve conditions related to safety and health.

- 7.04 The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committees to fulfil their functions.
- 7.05 Meetings shall **be** held every second month or more frequently at *the* call of the chair, if required. The Committees shall maintain minutes of all meetings and make the same available for review.
- 7.06 Any representative appointed or selected in accordance with 7.02 hereof, shall serve for a term of at least one (1) calendar year from the date of appointment. Time off for such representative(s) to attend meetings of the Accident Prevention - Health and Safety Committees in accordance with the foregoing, shall be granted.

A member of a committee is entitled to,

- (a) one hour or such longer period of time as the committee determines is necessary to prepare for each committee meeting;
- (b) such time as is necessary to attend meetings of the committee; and
- (c) such time as is necessary to carry out inspections and investigations contemplated **under** subsection 9(26), 9(27), and 9(31) of the ***Occupational Health and Safety Act*** R.S.O. 1990 as amended up to and including 1998.

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

- 7.07 The Hospital will ensure that there is one (1) OPSEU member certified, as described in the ***Occupational Health and Safety Act*** R.S.O. 1990, as amended up to and including 1998 among the OPSEU bargaining unit(s) at the Hospital. Such member will be selected or appointed by the Union. All issues relating to salary and costs associated with obtaining certification shall be in accordance with article 14.06.
- 7.08 The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- 7.09 **Hepatitis B Vaccine**

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

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

- 8.01 Employees shall have the right, upon request, to the presence of a Union Steward at any stage of the grievance procedure, including the complaint stage, or at any time when formal discipline is imposed. The Hospital agrees that **it** will not discipline an employee without just cause. Where the hospital deems it necessary to suspend or discharge an employee, the hospital shall notify the union, in writing, of such suspension or discharge.
- 8.02 For purpose of this Agreement, a grievance is defined as a difference arising between a member of the bargaining unit and the Hospital relating to the interpretation, application, administration or alleged violation of the Agreement.
- 8.03 (1) 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. 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:
- (2) The employee must submit the grievance through the Local Union, signed by the grievor and the Local Union President, or designate, to the Chief Executive Officer (CEO) of the Hospital, or designate. The employee may **be** accompanied, if 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.
- (3) The parties will have a period of up to thirty (30) calendar days from the date the grievance is filed to attempt to resolve the grievance, and in any case, to provide the Union with a formal written response setting out the Hospital's position on the matter.

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

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

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

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

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

the Union's response to determine if it will accept the Union's response or will refer the matter to arbitration.

#### 8.04 **Policy Grievance**

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

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

#### 8.05 **Group Grievance**

Where a number of employees have identical grievances and each one would *be* entitled to grieve separately, they may present a group grievance in writing through the Local Union, signed by each employee who is grieving and the Local Union President, or designate, to the CEO, or his designate, within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred. The grievance shall then be treated in the manner set out for an individual grievance.

#### 8.06 **Discharge Grievance**

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

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

- (a) confirming the Hospital's action in dismissing the employee, or
- (b) reinstating *the* employee with or without loss of seniority and with or without full compensation for the time lost, or

- (c) any other arrangement which may be deemed just and equitable.
- 8.07 Failing settlement under the foregoing procedure, any grievance, including a question as to whether the grievance is arbitrable, may be submitted to arbitration as herein provided. If no written request for arbitration is received within fourteen (14) calendar days after the decision under the foregoing procedure is given, the grievance shall **be** deemed to have been abandoned.
- 8.08 All agreements reached under the grievance procedure between *the* representatives of the Hospital, the representatives of the Union and the grievor(s) will **be** final and binding upon the **parties**.
- 8.09 When either party requests that any matter *be* submitted to arbitration as provided by this Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time appoint a nominee. Within seven (7) calendar days thereafter, the other party shall appoint its nominee, provided however, that if such party fails to appoint its nominee as herein required, the Minister of Labour for the Province of Ontario shall have the power to make such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to agree upon a Chair of the Arbitration Board. *If* they are unable to agree upon such a Chair within a period of fourteen (14) calendar days, they shall then request the Minister of labour for the Province of Ontario to appoint a Chair.
- 8.10 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance, except as herein **provided**.
- 8.11 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.
- 8.12 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, or to alter, modify, add to or amend any part of this Agreement.
- 8.13 The proceedings of the Arbitration Board will be expedited. The decision of the majority, and where there is no majority, the decision of the Chair, will be final and binding upon the parties hereto and the employee(s).
- 8.14 Each of the parties will bear the expense of its nominee, and the parties will share equally the fees and **expenses** of the Chair of the Arbitration Board.



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

#### **ARTICLE 9 - LETTER OF REPRIMAND AND ACCESS TO FILES**

- 9.01 Any *letter* of reprimand or suspension will **be** removed from the record of an employee eighteen (18) months following the receipt by the employee of such letter or suspension provided that the employee's record has been discipline free for such eighteen **(18)** month period.
- 9.02 Each employee shall **have** reasonable access to his file for the purposes of reviewing any evaluations, letters of counselling or formal disciplinary notations contained therein. Such review shall take place in the presence of the employer.

A copy of the above documents will **be** provided to the employee on request. **An** employee is entitled to place a written response to letters of counselling in his file.

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

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

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

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

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

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

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

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

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

10.04 Seniority shall **be** retained **by** an employee in the event he **is** transferred from full-time to part-time or vice versa. For the purposes of the application of seniority under the agreement but not for the purposes of service under any provisions of the agreement, an employee whose status is changed from full-time to part-time shall receive credit for his seniority on the basis of 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: Employees for whom the Hospital formerly provided the equivalent of one (1) year of service for each fifteen **hundred** (1,500) hours worked shall be credited on that **basis** for hours worked in the bargaining unit to April 6, 2001 and thereafter, shall be credited on the **basis** of one (1) year for each sixteen hundred **and** fifty (1,650) hours worked.

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

10.05 (a) **Effect of Absence**

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

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

In addition, the employee will become responsible for full payment of subsidized employee benefits in which he **is** participating for the period of the absence. The employee may arrange with the Hospital to

prepay the full premium of any applicable subsidized benefits in which he **is** participating during the period of leave in excess of thirty (30) continuous **days** to ensure continuing coverage.

It is further understood that during such absence, credit for seniority shall **be** suspended **and not** accrue during the period of absence. Notwithstanding this provision, seniority shall accrue for a period of thirty (30) months if an employee's absence is due to disability resulting in WCB or LTD benefits. The above "30month rule" will **be** administered in conformity with the Ontario *Human Rights Code*.

- (ii) Notwithstanding Article 10.05 (a) (i), service and seniority will accrue for a maximum period of seventeen (17) weeks if an employee's absence **is due** to a pregnancy leave, and for a maximum period of eighteen (18) weeks if an employee's absence **is** due to a parental leave. In addition, the Hospital will continue to pay its share **of** the premiums of the **subsidized** employee benefits in which the employee is participating for up to seventeen (17) weeks from the commencement of the leave while the employee is on pregnancy leave, and for up to eighteen (18) weeks from the commencement of the leave while the employee **is** on parental leave, unless the employee does not intend to pay her contributions.

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

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

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

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

- (a) a period of less than eighteen (18) months or such longer period as the parties may agree upon or;
- (b) a specific term of appointment, including temporarily replacing an employee outside the bargaining unit shall retain but not accumulate seniority held at the time of transfer. In the event the employee **is** returned to a position in the

bargaining unit within the time periods noted in (a) or (b) above he shall **be** credited with the seniority held at the time of transfer and shall resume accumulation from the date of his return to the bargaining unit.

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

- (a) leaves of his own accord;
- (b) is discharged and the discharge is not reversed through the grievance or arbitration procedure;
- (c) has been **laid off** without recall pursuant to Article 11.06 for twenty-four (24) months.
- (d) is absent from scheduled work for a period of three (3) or more consecutive working days, without notifying the Hospital of such absence and providing a reason satisfactory to the Hospital;
- (e) fails to return to work (subject to the provisions of (d)) upon termination of an authorized leave of absence without satisfactory reason or utilizes a leave of absence, without permission, for purposes other than that for which the leave was granted;
- (f) fails upon being notified of a recall to signify his intention to return within five (5) calendar days after he **has** received the notice of recall mailed by registered mail to the last known **address** according to the records of the Hospital and fails to report to work within ten (10) calendar days after he has received the notice of recall or such further period of time **as** may **be** agreed upon by the parties;
- (g) is absent due to illness or disability for a period of thirty (30) months, unless he has less than six (6) months' service at the time the illness or disability commenced and is not eligible for long-term disability benefits. If the employee has less than six months' service at the time the illness or disability commenced and is not eligible for long-term disability benefits, this provision will apply after an absence equal to his length of service at the time the absence commenced. The above "30 month rule" will be administered in conformity with the Ontario *Human Rights Code*.

## **ARTICLE 11 - LAYOFF AND RECALL**

11.01 (1) Long Term/Permanent Layoff

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

- (a) provide the Union with no less than 5 months notice.
- (b) commencing at the time that notice *is* given to the Union, and prior to the giving of written notice to the employees if possible, jointly evaluate, plan and review:

- the reason causing the layoff

- the service the Hospital will undertake after the layoff  
how the Hospital intends to effect the lay-off, including areas where layoffs will occur, and which employees will be **laid off**

- ways the Hospital can assist employees to find alternate employment ways and means of avoiding or minimizing the impact, including:

- identifying and reviewing possible alternatives to any action that the Hospital may propose taking;

- identifying and reviewing 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

- identifying contracting in opportunities

- mapping bumping options for affected employees, to the extent possible.

To allow the Labour Management Committee to carry out its mandated role under this Article, the Hospital will provide the Committee with pertinent financial and staffing information and with a copy of any reorganization plans

which impact on the bargaining unit.

- (2) It is agreed that a planned or proposed programme transfer shall **be** considered an appropriate topic for the Central Labour- Management Committee.

In the event that all or a portion of a program is transferred from one work site to another work site such that positions are eliminated at the site from which the program is transferred, any newly created positions at the site to which the program is transferred will be offered to the affected employees in the order of seniority provided they are qualified to perform the work. If any affected employee is not offered a position at the site to which the program is transferred or is offered a position and declines, he/she will **be** provided notice of layoff in accordance with Article 11.03. If an employee accepts an offer of a position at the site to which the program is transferred, then that site becomes his or her work site *for* all purposes under this collective agreement.

- 11.02 Any agreement between *the* Hospital and the Union resulting from the above review concerning the method of implementation will take precedence over the terms of this Agreement.
- 11.03 In the event of layoff, the Hospital shall lay off employees in the reverse order of their seniority within their classification at the affected site, 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 written notice of permanent or long term layoff. To assist the employee in this process, layoff notices will contain, where possible, specific information on bumping options. It is agreed **and** understood that Regulation 327, Section 7, of the **Employment Standards Act** applies. It is further agreed that notice to both the Union and the employees may run concurrently.

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

- NOTE: For purposes of layoff under Article 11, the clinical laboratory department would include the sub-disciplines of laboratory medicine. For purposes of layoff under this Article, a discipline is a service function within a department. Senior and Charge Technologists **do** not constitute separate classifications and will be treated, for the purposes of a layoff, as part of their base classification. For clarity, means that **the** creation or elimination of a Charge

or Senior Technologist position will not **be** deemed a vacancy or a layoff

11.04 **An** employee who **is** subject to permanent or long term layoff shall have the following entitlements:

- (a) accept the layoff and be placed on a recall list for twenty-four (24) months from the date the actual layoff begins; or
- (b) accept the layoff, and thereafter, *at* the Employer's option, receive pay in-lieu of notice and not **be** required to report for work during the notice period. It is agreed and understood that during the period of notice *the* employee's wages and benefits will be maintained as if he/she were at work, and that his/her layoff will be deemed to have commenced at the end of the notice period.
- (c) a full-time employee receiving notice of lay-off may bump an employee who has lesser bargaining unit seniority and who is the *least* senior employee within each identical or lesser paying classification, at any site, whether full-time or part-time, if the employee originally subject *to* layoff can perform the duties of the least senior employee within each identical or lesser paying classification without training other than orientation.
- (d) A part-time employee receiving notice of lay-off may **bump** in the following sequence:
  - (1) An employee who has lesser bargaining unit seniority and who **is** the least senior part-time employee within each identical or lesser paying classification, at any site, if the employee originally subject to layoff can perform the duties of the least senior part-time employee within each identical or lesser paying classification without training other than orientation.
  - (2) If there is no part-time employee within all of the identical or lesser paying classifications, at all of the sites, who **is** less senior - in other words, there is no part-time employee to bump, the part-time employee may bump a full-time employee who has lesser bargaining unit seniority **and** who is the least senior full-time employee in his or her classification, identical paying classification or lower paying classification at all of the sites, if the employee subject to layoff can perform the duties without training other than orientation.
- (e) There shall not be more than three (3) bumps for each notice of layoff. That means a maximum of four (**4**) employees can be affected; the employee receiving notice of layoff; the first bumpee; the second bumpee **and** the third



bumpee. The third bumpee - the fourth person in the chain of bumping - will have no bumping rights; she or *he* will **be** laid-off.

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

- (a) accept the layoff and be placed on a recall list for twenty-four (24) months. During this period of layoff the employee may elect to receive payment of some or all of his/her earned vacation credits up to a maximum of the period of the layoff. It is understood that his/her vacation bank and entitlements will be appropriately reduced for that vacation year; or
- (b) bump an employee within his or her classification who has lesser bargaining unit seniority and who is the least senior employee within his or her classification, if the employee originally subject to layoff can perform the duties of the least senior in his or her classification in his or her discipline without training or orientation.
- (c) if the employee cannot bump an employee in (b), the employee may bump an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in his or her discipline, if the employee originally subject to layoff can perform the duties of the least senior employee in a lower or identical paying classification in his or her discipline without training or orientation.

11.06 Where an employee has his or her shift cancelled, the employee shall not be entitled to displace another employee.

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

11.08 An employee shall have opportunity of recall from a layoff to an available opening in his or her former classification, or *an* equal or lower paying classification than the one from which the employee was originally laid off, in order of seniority, **provided** he/she has the qualifications **and** ability to perform the work, before such opening is filled on a regular *basis* under a **job** posting procedure. The posting procedure in the

collective agreement shall not apply until the recall process has been completed. **An** employee who is recalled shall be credited with the seniority he/she had at the time of the layoff.

- 11.09 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.

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

- 11.11 Where there is an available opening which has not been filled in accordance with Article 11.08, an employee who has either accepted a layoff or is under notice of layoff and is unable to displace any other employee will **be** given an opportunity for on-the-job retraining of up to 6 months, subject to the staffing requirements of the Hospital, if, with the benefit of such retraining, the employee could reasonably be expected to obtain the qualifications and ability to perform the work. Such opportunities will be provided in order of seniority. During the period of on-the-job retraining the recall period will continue to apply from the original date of layoff. If, following the period of on-the-job retraining the employee has not obtained the qualifications **and** ability to perform the work, the employee will **be** returned to the recall list or will **be** terminated in accordance with Article 10.09 (c).

- 11.12 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 his or her seniority and service held at the time of layoff. Employees in such assignments will be treated as part-time. Where an employee is recalled pursuant to Article 11.08, she will receive credit for service **and** seniority for shifts worked under this provision. Any assignments under this provision will be offered on a voluntary basis.

- 11.13 (a) Local Human Resource Plans will apply to Health Services Restructuring Commission directives. In other circumstances, the balance of this **Article** will apply.
- (b) Before issuing notice of long term layoff pursuant to Article 11.03, and following notice pursuant to Article 11.01 (1)-(a), the Hospital will make offers of early retirement allowance in accordance with the following conditions:
- i) The Hospital will first make offers in order of seniority in the department(s) where layoffs would otherwise occur. The Hospital will offer the same number of early retirements as the number of lay-offs it would otherwise make.
  - ii) The Hospital will make offers to employees eligible for early retirement under the Hospital pension plan (including regular part-time, if applicable, whether or not they participate in the hospital pension plan).
  - iii) If no employees on the unit affected accept the offer, the Hospital will then extend the offer to other employees in the same classification as that being affected in the bargaining unit in order of seniority.
  - iv) The number of early retirements the Hospital approves will not exceed the number of employees in that classification who would otherwise be laid off.
- An** employee who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of two (2) weeks' salary for each year of service, to a maximum ceiling of twenty-six (26) weeks' salary.
- (c) Where an employee **has** received individual notice of long term layoff under Article 11.03 such employee may resign and receive a separation allowance as follows:
- i) Where an employee resigns effective within thirty (30) days after receiving individual notice of long term layoff, she or he shall **be** entitled to a separation allowance of two(2) weeks' salary for each year of continuous service to a maximum of sixteen (16) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation will **be** reimbursed for tuition fees up to a maximum of three

thousand (\$3,000.00) dollars.

- ii) Where an employee resigns effective later than thirty (30) **days** after receiving individual notice of long term layoff, he or she shall be entitled to a separation allowance of four **(4)** weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation will be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250.00) dollars.

Note: 11.13 (c) applies to employees whose 3 month notice is given on or after April 1, 2000.

## **ARTICLE 12 - TECHNOLOGICAL CHANGE**

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

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

The Hospital agrees to discuss with the Union the effect of such technological changes **on** the employment status of employees and to consider practical ways and means of minimizing the adverse effect, if any, upon employees concerned. Employees with one (1) or more years **of** continuous service who are subject to lay-off under conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as set forth above and the requirements of the applicable legislation.

- 12.02 Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall be given **a** period of training, with due consideration being given to the employee's previous educational background, during which they may perfect or acquire the skills necessitated by the newer method of operation. The employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall **be** given during the hours of work whenever possible and may extend for up to six (6) months.

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

13.01 Where a vacancy exists, or where the Hospital creates a new position in the bargaining unit, such vacancy shall **be posted** for a period of seven (7) calendar days. Applications for such vacancies shall be **made** in writing within the seven (7) **day** period referenced herein. Notwithstanding the above, the Hospital may fill at its own discretion vacancies caused by:

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

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

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

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

13.02 Notices of vacancies referred to in 13.01 shall include, for informational purposes department, classification, qualifications.

13.03 A copy of the posted notice will be sent to the local President or *his* designate, within the aforementioned seven (7) calendar days.

13.04 The name of the successful applicant will **be posted and** a copy sent to the local President or his designate.

13.05 The Hospital agrees to discuss with unsuccessful applicants ways in which they can improve for future postings, if requested.

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

When this occurs, the Hospital shall post this opportunity in the form of an information notice in the relevant department(s) for a period of at least seven (7) calendar days. **A** copy of the posted notice will be sent to the Local President or designate within the aforementioned seven (7) calendar **days**. Employees

wishing consideration for these opportunities must express their interest, in writing, within the seven (7) **day** period referenced herein.

The Hospital shall consider employees for these opportunities on the basis of skill, ability, relevant qualifications **and** seniority. Notwithstanding the above, the final decision for selection will be at the discretion of the Hospital.

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

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

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

### 14.01 **Personal Leave**

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

### 14.02 **Union Business Leave**

#### (a) **Local Union Business Leave**

The Hospital agrees to grant leaves of absence without pay to local bargaining unit members for the purpose of attending Union seminars and/or attending to Union business. The cumulative total leave of absence will **be** determined locally, but, shall not exceed eighty (80) **days** per year. The amount of notice required and the number of employees who may **be** absent at any one time and from any one area shall **be** determined locally and will be set out in the Local Provisions Appendix.

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

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

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

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

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

#### 14.03 **Bereavement Leave**

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

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

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

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

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



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

(Applicable to full-time employees)

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

(Applicable to part-time employees)

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

14.05 (a) **Pregnancy Leave**

- (i) Pregnancy leave will **be** granted in accordance with the provisions of the Employment Standards Act, except where amended in this agreement. (Article 14.05 (a) (ii) is applicable to full-time employees and regular part-time employees only)
- (ii) Effective on confirmation **by** the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) **plan**, and retroactive to date of confirmation **by** the Employment Insurance Commission, an employee who **is** on pregnancy leave **as** provided under this agreement and who is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the Employment Insurance Act, 1996, shall **be** paid a supplemental unemployment benefit. That benefit will **be** equivalent

to the difference between seventy-five per cent (75%) of her regular weekly earnings and the sum of her weekly Employment Insurance pregnancy benefits during her leave and any other earnings. For leaves commencing on or after April 1, 2001, that benefit will be equivalent to the difference between eighty-four per cent (84%) of her regular weekly earnings **and** the sum of her weekly Employment Insurance pregnancy benefits during her leave **and** any other earnings, Such payment shall commence following completion of the *two* week Employment Insurance waiting period, and receipt **by** the Hospital of the employee's Employment Insurance cheque stub **as** proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits, for a maximum period of 15 weeks for a pregnancy leave. The employee's regular weekly earnings shall **be** determined by multiplying her regular hourly rate on her last **day** worked prior to the commencement of the leave times her normal weekly hours.

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

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

(iii) **Transfer of Pregnant Employees**

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

(b) **Parental Leave**

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

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

- (ii) Effective on confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan, and retroactive to date of confirmation by the Employment Insurance Commission, an employee who is on parental leave as provided under this agreement and who is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the Employment Insurance Act, 1996, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five per cent (75%) of her regular weekly earnings and the sum of her weekly Employment Insurance parental benefits during her leave and any other earnings. For leaves commencing on or after April 1, 2001, that benefit will be equivalent to the difference between eighty-four per cent (84%) of her regular weekly earnings and the sum of her weekly Employment Insurance pregnancy benefits during her leave and any other earnings. Such payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance parental benefits, and shall continue while the employee is in receipt of such benefits, for a maximum period of ten (10) weeks for a parental leave. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the parental leave times her normal weekly hours.

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

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

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

Where an employee has become a natural father or has qualified to adopt a child and has at least 10 months of service at the commencement of his/her approved parental leave, such employee may be entitled to extend the parental leave up to an aggregate of six (6) months without pay. Such employee shall advise the Hospital as

far in advance as possible of their qualifying to adopt, and shall request the leave of absence in writing upon receipt of confirmation of the pending adoption. Such request for an extension of the parental leave shall not be unreasonably withheld.

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

(Applicable to part-time employees only)

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

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

#### 14.06 **Education Leave**

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

#### 14.07 **Pre-Paid leave**

(For details on Pre-Paid Leave see Article 27.04)

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

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

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

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

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

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

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

15.05 An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Workplace Safety Insurance benefits for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit the employee would receive from the Workplace Safety Insurance Board (WSIB) if the employee's claim **was** approved, or the benefit to which the employee would **be** entitled under the short term sick portion of the disability income plan (HOODIP or equivalent plan). Payment will be provided only **if** the employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by WSIB. If the claim for WSIB benefits **is** not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short term portion of

the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

- 15.06 Sick leave banks standing to the credit of an employee shall be utilized **to** supplement payment for sick leave days which would otherwise be paid at **less** than full wages, or for sick leave days **at** no wages.
- 15.07 Pay out of sick leave credits shall be made on termination of employment or, in the case of death, *to* the employee's estate. The amount of the payment shall be a cash settlement at the employee's then current **salary** rate for any unused *sick* credits to the maximum provided under the previous accumulating sick leave credit plan.
- 15.08 Where an employee, employed as of the effective date *of* the transfer to HOODIP or equivalent, did not have the required service to qualify for pay out on termination, *he* shall **be** entitled to the same pay out provisions as set out in Article 15.06 above, providing he subsequently achieves the necessary service to qualify for pay out under those provisions.
- 15.09 Where an employee, with accumulated sick leave credits remaining, **is** prevented from working for the Hospital because of an occupational illness or accident that is recognized by the WSIB as compensable within the meaning of the Workplace Safety and Insurance Act, the Hospital, on application from the employee, will supplement the award made by WSIB for loss of *wages* to the employee **by** such amount that the award of WSIB 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 WSIB.
- 15.10 Absence due to sickness or accident compensable by WSIB will not be charged against sick leave credits.
- 15.11 The Hospital shall pay for such medical certificate(s) as it may require from time-to-time to certify an employee's illness or ability *to* return to work. This clause will **be** effective from April 1, 2000 onward,
- 15.12 The Hospital will continue to pay the employer portion of the premium payments while an employee is on EI prior to the commencement of Long Term Disability and while on LTD, to a maximum of thirty (30) months from the **date** the absence began. This provision is effective for persons whose absence begins on or after April 1, 2000.

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

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

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

The normal or standard work week shall **be** an average of thirty-seven and one-half (37½) hours, with a normal or standard work day of seven and one-half (7½) hours except in those Hospitals where agreements already provide a standard or normal work week of **less** than thirty-seven and one-half (37½) hours per week and seven **and** one-half (7½) hours per **day**. (Those Hospitals *with* the lesser required hours shall reflect in the salary rates a prorata 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 (37½) hours and shall appropriately reflect such hours in this Article).

- (1) The normal or standard hours of work for the Laboratory and Health Records at the Kincardine site shall continue as 7 hours per day and 35 hours per **week, and** as 8.5 hours per day **and** 34 hours per week at the Laboratory in Chesley, it being understood that the present variation in average weekly hours of work shall continue in effect unless otherwise mutually agreed.

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

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

The normal or standard work **day** shall be seven and one-half (7½) hours per day and the normal or standard full-time **work week** shall be an average of thirty-seven and one-half (**37½**) 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 (37½) 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 (37½) hours and shall appropriately reflect such hours in this Article.)



- (i) The normal or standard daily hours of work shall equate to the **daily** hours of work for the various departments listed in 16.01 (a) (i) above.

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

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

- (c) Where the Hospital and the Union agree, subject to the approval of the Ministry of Labour, other arrangements regarding hours of work may **be** entered into between parties **on a** local level with respect to tours beyond the normal or standard work day in accordance with the provisions set *out* in Article 25.01 of the Collective Agreement.

#### 16.02 **Rest Periods**

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

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

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

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

#### 16.03 **Overtime Definition**

Overtime shall be defined as being all hours worked in excess of the normal or standard work day, or in excess of the normal or standard work week. The overtime rate shall **be** one and one-half (1½) times the regular straight time hourly rate of pay.

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

#### 16.04 **Overtime/Call Back Accumulation**

Where an employee has worked and accumulated approved overtime hours (other than overtime hours related to paid holidays) or has accumulated hours for Call Back

up to a maximum, then such employee shall have the option of electing payment at the applicable overtime rate or time off equivalent to the applicable overtime rate (i.e. where the applicable rate is one and one-half times, then time off shall **be** at one and one-half times). Where an employee chooses the latter option, such time off must **be** taken within the period set out in the Local Provisions Appendix, or payment in accordance with the former option shall be made. Further, such time off must **be** taken at a time mutually agreeable to the Hospital and employee.

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

#### 16.05 **Missed Meal Breaks**

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

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

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

If an employee is authorized to work, during the lunch break, due to the requirements of patient care, he will be paid his regular straight time hourly rate for all hours worked. Notwithstanding this provision, he will **be** paid time and one-half (1½) his regular straight time hourly rate for all time worked in **excess** of the normal or standard work **day**.

### **ARTICLE 17 - Premium Payments and Transportation/Meal Allowance**

#### 17.01 **Standby**

**An** employee required to standby or remain available for call-back duty on other than regular scheduled hours shall be paid at the rate of two dollars and fifty cents (\$2.50) per hour of standby time. Where such **standby** falls on any of the designated holidays **listed** in the collective agreement, the employee shall be paid at the rate of three **dollars** (\$3.00) per hour of standby time. Hours worked for call-back shall **be deducted** from hours for which the employee receives standby pay. However, an employee shall be entitled **to** a minimum of five dollars (\$5.00) for each eight (8) hour period on standby even if called back to work.

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

**17.02 Call back**

An employee who is called to work after leaving the Hospital premises and outside of his regular scheduled hours, shall be paid a minimum of no less than three (3) hours' pay at time and one-half (1½) his regular straight time hourly rate for work performed on each call-in. In the event that such three (3) hour period overlaps and extends into his regular shift he will receive the three (3) hour guarantee payment at time and one half (1½) and his regular hourly rate for the remaining hours of his regular shift. The reference to leaving the Hospital premises referred to above will not be applicable where an employee remains in the Hospital on standby arrangement with the Hospital.

NOTE: Applicable to part-time employees only.

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

**17.03 Shift Premium**

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

**17.04 Weekend Premium**

An employee shall be paid a weekend premium of one dollar and thirty-five cents (\$1.35) per hour for each hour worked between 2300 hours Friday to 2300 hours Sunday or such other 48 hour period that the Hospital may establish. If an employee is in receipt of premium payment pursuant to a local scheduling regulation with respect to consecutive weekends worked, he will not receive weekend premium under this provision.

**17.05 Meal Allowance**

An employee who continues to work more than two (2) hours of overtime

immediately following his scheduled hours of work, shall **be** provided with a meal voucher valued at a maximum of four dollars (\$4.00) or four dollars (\$4.00) if the Hospital is unable to provide a meal voucher.

## 17.06 Transportation Allowance

### (1) Mobility Between Sites

- (i) Employees shall have a designated home site. Such home site may **be** changed for employees filling vacancies under Article 13. For purposes of 17.06, the Hospital's sites are: Durham, Walkerton, Chesley and Kincardine.
- (ii) The Hospital may assign an employee, who **does** not regularly work in more than one (1) site, to perform the duties of his/her classification at another site where such assignment is necessary due to educational needs, orientation or in an emergency situation. The Hospital will not be unreasonable or arbitrary in assigning such employee to a site other than his/her home site.
- (iii) Where an employee is assigned to another site, 17.06 (2) to (6) details the employee's entitlement.

### (2) Travel on Hospital Business

- (i) Except for those employees covered by 17.06 (3), the following shall apply:
  - a) After commencing his/her shift and where the employee is requested to go to another site to perform the duties of his/her classification:
    - (i) the Hospital will provide the means of transportation and travel time between sites; or
    - (ii) the employee who uses his/her own vehicle will receive travel time and mileage between sites from the Hospital at the rate of thirty-five cents (\$0.35) per kilometer or the corporation rate, whichever is higher.
  - b) Where during his/her previous shift the employee is requested

by the Hospital to go to another site to perform the duties of his/her classification on his/her next shift:

- (i) the Hospital will provide the method of transportation between the sites: or
  - (ii) the employee who uses his/her own vehicle will receive mileage between the sites at the rate of thirty-five cents (\$0.35) per kilometer or at the corporation rate, whichever is higher.
- (3) For employees in classifications *who* regularly work in more than one (1) site, and where such an employee ~~is~~ assigned by the Hospital to work at a *site* other than his/her home site to perform the duties of his/her classification, the following shall apply:
- (i) except as provided in paragraph (ii), employees are required to use their own vehicles and will receive mileage between sites from the Hospital at the rate of forty cents (\$0.40) or at five cents (\$0.05) greater than the corporation rate, whichever is higher; or
  - (ii) where the employee ~~is~~ to transport large equipment or other items that cannot ~~be~~ easily accommodated in the employee's own vehicle, the Hospital will provide the means of transportation;
  - (iii) where such assignment occurs after commencing his/her shift the employee will receive travel time between sites.
- (4) The distance between sites, which may include the Hospital's locations and/or other locations (i.e. patients' homes, fire stations, *etc.*), shall be based on the established practice of the Hospital.
- (5) When an employee under (2) or (3) above ~~is~~ assigned by the Hospital to go to another site prior to the start of his/her shift, and/or leaves a site other than his/her home site under (a) at the end of a shift with the effect of travelling outside of his/her assigned shift time, mileage will ~~be~~ paid ~~at~~ the applicable rate ~~and~~, when cumulative kilometers travelled before and/or after such a shift is eighty (80) kilometers or more, the employee will be paid one-half hour at his/her straight time hourly rate.
- (6) Employees who use their own vehicles for travel on Hospital business under this clause will not be required to increase their automobile insurance for **such**

travel time and the Hospital will **be** responsible for any additional automobile insurance during such periods. The Hospital will provide employees with the documentation of such additional insurance that the employee may need in his/her dealings with his/her automobile insurance provider.

- (7) Should an employee **be** called back or called in under Articles 17.01 or 17.02, he shall be provided with reimbursement for applicable taxi fares except in cases where the call back or call in period extends into his regular shift. In cases where an employee uses his own vehicle **and** the call back or call in does not extend into his regular shift, he shall **be** reimbursed for travel from and to his home at the rate of thirty-five cents (35¢) per kilometer to a *maximum* of ten dollars (\$10.00).

#### 17.07 Responsibility Pay

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

#### 17.08 Time Off Between Shifts

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

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

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

#### 17.09 Change of Schedule

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

Where an employee's schedule is changed by the Hospital with **less** than twenty-four (24) hours notice, she shall receive time **and** one-half (1%) 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 (1½) of her regular straight time hourly rate for all hours worked on her next shift.

17.10 **No Pyramiding**

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

**ARTICLE 18 - PAID HOLIDAYS**

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

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

The twelve (12) paid holidays shall be:

New Year's Day	3 <sup>rd</sup> Monday in February
Good Friday	Easter Monday
Victoria Day	Canada Day (July 1)
Civic Holiday	Labour Day
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day

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

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

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

An employee required to work on any of the **designated** holidays listed in the collective agreement shall be paid at the rate of time and one-half (1½) his regular straight time rate of pay for all hours worked on such holiday, subject to Article 18.03. In addition, he will receive a lieu day off with pay in the amount of his regular straight time hourly rate of pay times seven and one-half (7½) hours, except in those hospitals which have a standard work day of less than seven and one-half (7½) hours in which case holiday pay will be **based** on the standard daily hours in that hospital. The scheduling of lieu days shall be determined locally and shall be set out in the Appendix of Local Provisions.

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

An employee required to work on any of the designated holidays listed in the collective agreement shall be **paid** at the rate of time and one-half (1½) his regular straight time rate of pay for all hours worked on such holiday, subject to Article 18.03.

18.03 Where the employee is required to work on a paid holiday for which he is paid at the rate of time and one-half (1½) his regular straight time hourly rate and is required to work additional hours following the full shift on that **day** (but not including hours on a subsequent regularly scheduled tour for such employee) he shall receive two (2) times his regular straight time hourly rate for such additional hours worked.

18.04 (Applicable to full-time employees only)

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

18.05 (Applicable to full-time employees only)

Holiday pay shall be defined as the amount of straight-time **pay**, exclusive of shift premium, which the employee would have received if he had worked his normal daily working schedule on the holiday in question.

18.06 If a paid holiday is observed during an employee's vacation period or on his regular **day** off, he shall, in place of such paid holiday, be granted a lieu day off



with pay at his regular straight-time rate of pay, exclusive of premiums, provided that he meets the requirements of Article 18.01(a).

18.07 Where a regular shift commences the night prior to a designated holiday and continues into the holiday, or where a regular shift commences on a designated holiday and continues into the next day, the employee shall **be paid** for work performed as follows:

- i) Where the majority of hours worked falls within the holiday, all hours worked in the shift shall be, for payment purposes, considered to **be** the holiday.
- ii) Where the majority of hours worked **falls** outside the holiday, all hours worked in the shift shall **be** paid for at straight-time rates.

#### **ARTICLE 19 - VACATIONS**

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

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

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

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

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

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

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

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

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

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

NOTE: Employees for whom the Hospital formerly provided the equivalent of one (1) year of service for each fifteen hundred (1,500) hours worked shall be credited on that basis for hours worked in the bargaining unit to April 6, 2001 and thereafter, shall **be** credited on the basis of one (1) year for each sixteen hundred and fifty (1,650) hours worked.

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 19.02 is applicable to full-time employees only.

19.02 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.

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

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

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

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

(a) **Semi-Private Hospital Insurance**

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

Group Plan Reference Number: Clarica 34263-4

(b) **Extended Health Care**

The Hospital shall contribute on behalf of each eligible employee seventy-five percent (75%) of the billed premium under the Extended Health Care Benefits Plan (Liberty Health \$15-25 deductible plan including hearing aids with a maximum of \$500.00 per person every five (5) years and vision care with a maximum of \$90.00 every 24 months per person, or its equivalent) provided the balance of the monthly premium is paid by employees through payroll deduction. Any Hospital currently paying more than 75% of the premium shall continue to do so. The drug formulary shall be as defined by Liberty Health Formulary Three.

Effective April 1, 2001, vision care coverage will increase to a maximum of \$150.00 every 24 months per person.

NOTE: Group Plan Reference Number: Clarica 34263-4

(c) **Dental**

The Hospital agrees to contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible employees in the active employ of the hospital under the Liberty Health Dental Plan #9 (or its equivalent) **based** on the current ODA fee schedule provided the balance of the monthly premiums are **paid by** the participating employees through payroll deduction. Employees will **be** enrolled in the existing Plan in accordance with the terms **and** conditions of the Plan. The Plan shall provide for recall oral examination to **be** covered once every six (6) months. Effective April 1, 2001 the Plan shall provide orthodontic coverage on a 50/50 co-insurance basis to a lifetime maximum of \$1,000.00 per insured person.

NOTE: Group Plan Reference Number: Clarica 34263-4

(d) **Group Life Insurance**

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

NOTE: Group Plan Reference Number: Clarica 2100-263

- (e) Coverage shall **be** available to an employee and his/her same sex partner in accordance with the terms and conditions of the plans.

20.02 **Change of Carrier**

It is understood that the Employer may at any time substitute another carrier for any Plan (other than OHIP) provided the benefits are equivalent and are neither reduced or increased. Prior to making a final decision to alter the benefits carrier, the Hospital will advise the Central Labour Management Committee of the considerations it has taken into account and of its reasons for wanting to make the change. It will provide details of the carrier it wishes to use, including appropriate documentation. following such notice, the Hospital will give consideration to any written submissions made by the Union within thirty (30) **days** before it actually makes a decision to alter the benefits carrier.

20.03 **Pension**

All present employees enrolled in the Hospital's Pension Plan shall maintain their enrollment in the Plan subject to its terms and conditions. **New** employees and

employees employed but not yet eligible for membership in the Plan shall, as a condition of employment, enroll in the Plan when eligible in accordance with its terms and conditions.

20.04 **Divisible Surplus**

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

20.05 **Part-Time Benefits**

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

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

**ARTICLE 21-MODIFIED WORK**

21.01 In order to facilitate a safe return to work, in compliance with the ***Workplace Safety and Insurance Act***, the ***Ontario Human Rights Code***, the collective agreement and other applicable legislation, the parties will endeavour to provide fair and consistent practices to accommodate employees who are ill, injured or permanently **disabled**.

21.02 **Modified Work**

Where the Hospital and the Union agree, *the* Hospital may implement modified/rehabilitative work programs in order to assist employees returning to work following illness or injury. To facilitate these programs, it is understood and

agreed that provisions of the collective agreement may, where agreed, **be** varied. The specific terms of the program will **be** signed by the Hospital and the Union.

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

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

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

23.01 Effective April 6, 2001, Supervisors or Managers excluded from the bargaining unit shall not perform duties normally performed by members in the bargaining unit which shall directly cause or result in the layoff, loss of seniority or service or reduction in benefits or reduction in hours of work to members in the bargaining unit.

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

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

The Local Parties will endeavour to maximize internal opportunities for training and development which may include but are not limited to: lunch hour programs, guest lectures, trained employees training other employees, teleconferences, and access to in-house programs/ seminars. Continuing education opportunities will be communicated within the department(s).

Where access to an opportunity **is** limited: the Hospital will identify pertinent selection criteria, terms of payment, etc. Decisions about continuing education opportunities will be made at the department level within the context of employee, Hospital, **and** department/program needs.

Where the employee requests it, the Hospital and the employee will jointly create an Annual Development Plan outlining continuing education goals and objectives.

In the event of dissatisfaction with the way in which continuing education decisions are made at the department level, the issue will be considered by a continuing education sub-committee of the Labour Management Committee. This sub-

committee will consider opportunities, employee needs, Hospital needs and department/program requirements. The sub-committee may make recommendation(s) to the Hospital.

## **ARTICLE 25 - SUPERIOR CONDITIONS**

25.01 The Central Parties wish to encourage non-Participating Hospitals **and** Bargaining Units to join the central OPSEU and Participating Hospitals bargaining process.

Therefore, the parties agree:

- 1) (a) Each of the Local Parties can retain up to three (3) conditions that exist in their current collective agreement that either party considers to **be** superior to the current Central Agreement. The parties will negotiate which items may **be** kept as Superior Conditions. Term may not be retained as **a** Superior Condition.  
  
(b) Should the Local Parties agree that wages is one of the Superior Conditions *to* be protected under this Article, they must also **address** how future Centrally Negotiated wage increases **apply** to the Local Parties' Agreement. This determination of applicability of Centrally Negotiated future wage increases must be dealt with in these negotiations.
- 2) The Local Parties must agree to adopt Central Language in their collective agreements, with the exception of the agreed upon Superior Conditions (see 1 above).
- 3) The Superior Conditions will remain in force for a maximum period of the duration of the two Central Agreement terms following the expiry of the Central Agreement in force at the time that the Local Parties joined the Central Process.
- 4) The Local Parties have only one opportunity to join the Central Process with the protection of these Superior Conditions. Should they leave the Central Process **and** later rejoin, they will not have access to the same opportunity.

25.02 Existing rights, privileges, practices, terms or conditions of employment which may be considered to **be** superior to those contained herein shall be deemed not to continue in effect unless specifically retained by this agreement.

## **ARTICLE 26 - COMPENSATION**

26.01 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.

26.02 Claim for recent related experience, if any, shall be made in writing by the employee at the time of hiring on the application for employment form or otherwise. The employee shall cooperate with the Hospital by providing verification of previous experience. The Hospital will credit the employee with one increment on the salary scale for every two years of recent, related, full-time experience, as determined by the Hospital, to a maximum of two increment levels below the maximum of the salary scale.

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

NOTE: Employees for whom the Hospital formerly provided the equivalent of one (1) year of service for each fifteen hundred (1500) hours worked shall be credited on that basis for hours worked in the bargaining unit to April 6, 2001 and thereafter, shall be credited on the basis of one (1) year for each sixteen hundred and fifty (1,650) hours worked.

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*.

NOTE: Article 26.03 is applicable to part-time employees only

26.03 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 10.03 (a)(ii) of the agreement.

26.04 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.

26.05 An employee who is transferred or demoted to a lower-rated classification will be placed at a rate in the wage range which most closely recognizes his experience level recognized in his former classification, and he shall retain his *service* review date for purposes of wage progression.

26.06 The salary levels in effect during the term of this Agreement shall be those set forth in Schedule "A" attached to and forming part of this Agreement.

26.07 Each employee will be advanced from his present level to the next level set out in Schedule "A" of this Agreement twelve (12) months after he was last advanced (hereinafter called his "service review date"). Part-time employees shall advance on the basis of one (1) year of full-time service equalling 1650 hours.

## **ARTICLE 27 - MODEL SCHEDULING AGREEMENTS and PRE-PAID LEAVE**

### 27.01 **Extended Tours**

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

MODEL AGREEMENT WITH RESPECT TO EXTENDED TOUR ARRANGEMENTS  
MEMORANDUM OF AGREEMENT

Between: The Hospital -

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

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

Article 1 - Work Unit and Employees Covered

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

Article 2 - Hours of Work

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

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

Article 3 - Overtime

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

Article 4 - Rest Periods

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

Article 5 - Meal Periods

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

Article 6 - Sick Leave and Long-Term Disability

(Applicable to Full-Time Employees Only)

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

Article 7 - Paid Holidays {Applicable to Full-Time Employees Only}

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

7.02 **An** employee required to work on any of the designated holidays listed in the collective agreement shall be paid at the rate of time and one-half (~~1~~ $\frac{1}{2}$ ) his regular straight time rate of **pay** for all hours worked on such holiday, subject to Article 18.03. In addition, he will receive a lieu day off with pay in the amount of his regular straight time hourly rate of pay times seven and one-half ( $7 \frac{1}{2}$ ) hours, except in those hospitals which have a standard work day of less than seven and one-half ( $7 \frac{1}{2}$ ) 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 19.01 (a) will **be** converted to hours on the basis of the employee's normal work week.

8.02 (Applicable to part-time only)

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

Article 9 - Local Provisions

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

Term

This Agreement shall **be** (Specify Term).

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

Dated this \_\_\_ day of \_\_\_\_\_, 20\_\_.

For the Union

For the Hospital

**27.02 Innovative/Flexible Scheduling**

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

MODEL AGREEMENT WITH RESPECT TO INNOVATIVE  
SCHEDULING/FLEXIBLE SCHEDULING

MEMORANDUM OF AGREEMENT

Between: The Hospital -

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

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

Article 1 - Work Unit and Employees Covered

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

Article 2 - Hours of Work

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

Article 3 - Agreed Variation From the Collective Agreement

(Collective Agreement provisions to be varied.)

Article 4 - Rest Periods

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

Article 5 - Meal Periods

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

Article 6 - Local Provisions

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

Term

This Agreement shall **be** (Specify Term).

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

Dated this \_\_\_ day of \_\_\_\_\_, 20\_\_.

For the Union

For the Hospital

\_\_\_\_\_

\_\_\_\_\_

**27.03 Job Sharing Arrangements**

Where the Hospital and the Union agree, job sharing arrangements may be entered into between the parties on a local level. Job sharing is defined **as** an arrangement whereby two employees share the hours of work of one full-time position on a 50/50 basis. Subject to the provisions of Article 11, the position involved in the job sharing

arrangement will **be** maintained as a full-time position in the Hospital's staffing complement. The model agreement with respect to job sharing is set out **below**:

MODEL AGREEMENT WITH RESPECT TO  
JOB SHARING

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

Article 3 - Status of Employees

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

Article 4 - Introduction

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

Article 5 - Discontinuance

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

FOR THE UNION

FOR THE HOSPITAL

\_\_\_\_\_

\_\_\_\_\_

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

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

(a) Purpose

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

(b) Application

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

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

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

(d) Nature of Final Agreement

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

(a) A statement that the employee **is** entering *the* plan in accordance with Article 14.07 of the Collective Agreement.

(b) The period of salary deferral and the period for which the leave is requested.

(c) The manner in which the deferred salary **is to be** held. The letter of application to enter the plan will be appended to, **and** form part of, the written agreement.

(e) Deferral Plan

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

(f) Deferred Earnings

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

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

(g) Health and Welfare Benefits

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



Full-Time Employees Only

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

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

(h) Seniority and Service

Full-Time Only

During the year of the leave, seniority shall continue to accumulate. Service for the purposes of vacation **and** salary progression **and** other benefits will be retained but will not accumulate during the period of the leave.

(i) Assignment on Return

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

(j) Withdrawal Rights

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

(ii) On Leaving Employment

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

(k) Replacement Employees

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

(l) Plan Year

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

(m) Status of Replacement Employee

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

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

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

## **ARTICLE 28 - DURATION AND RENEWAL**

28.01 This Agreement shall continue in effect until the 31st day of March, 2002 **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:

- 28.02 (a) In the event the **parties** to this Agreement agree to negotiate for its renewal through the process of central bargaining, either party may *give* notice to the other of its desire to bargain for the renewal of this Agreement within 120 **days** prior to the termination date of this Agreement. Negotiations on local matters shall take place during the period from 120 to 60 days prior to the termination date of this Agreement. It is understood and agreed that "local matters" means those matters which have been determined by mutual agreement between the central negotiating committees representing each of the parties to this Agreement as being subjects for local bargaining directly between the parties to this Agreement. It is also agreed that local bargaining shall **be** subject to such procedures as may **be** determined by mutual agreement between the central negotiating committees referred to above.
- (b) In the event the parties to this Agreement **do** not agree to negotiate for its renewal through the process of central bargaining, either party may notify the other within the period from ninety days to sixty days preceding the expiry date of this Agreement that it desires to amend or terminate this Agreement. If notice of amendment or termination is given by either party, the other **party** agrees to meet for the purpose of negotiations within thirty (30) days after the giving of notice, if so requested.

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

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

The parties agree that the provisions attached hereto represent the central portions of the combined full-time and part-time collective agreements between each of the applicable participating hospitals (as listed in Appendix "A" to the Memorandum of Settlement and the corresponding locals of the Ontario Public Service Employees Union, expiring March 31, 2002.

IN WITNESS WHEREOF each of the parties hereto has caused this agreement to be executed by **its** duly authorized representatives as of June 18, 2002

FOR THE UNION

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FOR THE HOSPITAL

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**LETTER OF UNDERSTANDING  
RE PLACEMENT OF EMPLOYEES ON THE SENIORITY LIST**

Employees will be placed on the full-time seniority list *if* they regularly are scheduled to work more than twenty-four (24) regular and continuing hours per week in a single position. Employees who regularly are **scheduled** to work more than twenty-four (24) regular and continuing hours of work per week **as** a result of holding more than one part-time position shall **be placed** on the part-time seniority list and shall be treated as part-time employees for all purposes **but** shall accumulate seniority and service in respect of the hours worked in both positions.

Employees who are regularly scheduled to work twenty-four regular and continuing hours of work per week or less will be placed **on** the part-time seniority list.

Dated at Kincardine, Ontario, this 18<sup>th</sup> day of June, 2002-06-18

FOR THE UNION

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FOR THE HOSPITAL

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