

Collective Agreement

between

**Ontario Public Service Employees Union
on behalf of its Local 159**

and

**St. Thomas Elgin General Hospital
Service Group Bargaining Unit**

DURATION: February 24, 2014 to March 31, 2017



**Sector 11
1-159-10353-20170331-11**

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ARTICLE 1 – GENERAL PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Hospital and its employees covered by this agreement; to provide for ongoing 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 wages, hours of work and other conditions of employment in accordance with the provisions of this Agreement.

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

ARTICLE 2 – RECOGNITION

- 2.01 The Hospital recognizes OPSEU as the exclusive bargaining agent for all Service employees of the St. Thomas Elgin General Hospital, at St. Thomas, save and except professional medical staff, graduate nursing staff, undergraduate nurses, graduate pharmacists, graduate dietitians, student dietitians, technical personnel, supervisors, persons above the rank of supervisor, office staff, and security staff.

ARTICLE 3 – RESERVATION OF HOSPITAL MANAGEMENT FUNCTION

The Union acknowledges that it is the exclusive function of the Hospital to:

- 3.01 Maintain order, discipline and efficiency, and to establish and enforce rules and regulations necessary therefor, and generally governing the Hospital's code of conduct of the employees, provided these rules and regulations shall not be inconsistent with the provisions of this Agreement.
- 3.02 Hire, assign, promote, demote, classify, transfer, direct, layoff, recall and to suspend, discipline or discharge employees provided that a claim by an employee that they have been disciplined or discharged without just cause may be the subject of a grievance and dealt with as hereinafter provided.
- 3.03 Establish, alter and enforce reasonable rules and regulations to be observed by the employees provided that such rules and regulations shall not be inconsistent with the provisions of this Agreement.
- 3.04 Determine the number of employees required, the standard of performance for all employees, the assignment of working hours, the services to be performed and the methods, procedures, facilities and equipment to be used in connection therewith;
- 3.05 Determine in the interest of efficient operation and high standards, quality of service, job rating and classification, the hours of work, work assignments, methods of doing the work and working establishments for the service.

3.06 In exercising its management rights, the Hospital shall not act in a manner that is inconsistent with the terms of this Collective Agreement.

ARTICLE 4 – DEFINITIONS

4.01 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.

4.02 A **full-time** employee is an employee who is regularly scheduled to work the normal full-time hours referred to in [Article 18](#).

4.03 A **regular part-time** employee is an employee who regularly works less than the normal weekly full-time hours referred to in Article 19 and who commits to be available for work on a regular predetermined basis.

4.04 A **casual** employee is an employee who has made a written commitment to the Hospital to be available for work on call as required in accordance with [Article 18](#).

4.05 A **temporary** employee is a newly hired external employee filling an outstanding position/vacancy caused by:

- a) Illness, accident, pregnancy/parental leave, and leaves of absence that is not expected to exceed six (6) months.
- b) A newly created position within the bargaining unit that is not expected to exceed six (6) months.

It is understood and agreed that an extension of an additional six (6) months may be agreed to by the parties.

Temporary employees may be assigned either full time or regular part time status as defined in this Agreement. The termination of a temporary employee shall not be the subject of a grievance or arbitration where such termination is as a result of the expiry of the temporary position. Temporary employees are not eligible for Layoff and Recall rights as per [Article 12](#).

4.06 A **day worked** is defined for the purposes of this Agreement, in the case of shift work, as the day on which the shift began.

4.07 **Straight Time Rate of Pay** - for the purposes of calculating any benefit under this Agreement to which an employee is entitled, is defined as the rate of pay that is identified in [Schedule "A" – Wage Rates](#), of this Collective Agreement.

4.08 **Written Communication** – The parties agree that wherever “in writing” is referenced that electronic mail (Email) communication will be considered an approved method, provided that it is not the sole or exclusive communication method.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

- 5.01 The Union agrees there will be no strikes and the Hospitals agrees there will be no lockouts during the term of this agreement. The terms “strike” and “lockout” shall bear the meaning given to them in *the Ontario Labour Relations Act*.

ARTICLE 6 – UNION SECURITY & UNION DUES

- 6.01 The Hospital will deduct from each employee in the bargaining unit an amount equal to the regular monthly dues designated by the Union. The amount of regular monthly dues shall be as certified to the Hospital by the Treasurer of the Union from time to time. The amounts so deducted shall be remitted by the Hospital to the Union’s Accounting Department no later than the 15th of the month following the month in which such deductions were made. In addition, the Hospital shall deduct union dues from any retroactive wage payments.
- 6.02 In consideration of the deduction 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.
- 6.03 In addition, the Hospital agrees to forward to OPSEU, on a one-time basis, a master list of current bargaining unit employees. This list shall include employee name, classification/job titles, part-time/full-time status, and if on leave greater than thirty (30) days. The list shall be updated by providing changes on a monthly basis.
- 6.04 **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 fifteen (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.
- 6.05 T-4 slips issued annually to employees shall show deductions made for union dues.
- 6.06 It is the employee's responsibility to ensure that their home address and telephone number are current at all times. If the employee fails to do this, the Hospital will not be responsible for any failure on its part to notify.
- 6.07 The Hospital agrees to recognize OPSEU as the sole bargaining agent and will not enter into any other agreement or contract with any of the employees in the Bargaining Unit, either individually or collectively, which will not conform to the provisions of this Agreement.

ARTICLE 7 – UNION REPRESENTATION AND COMMITTEES

7.01 Labour/Management Committee

- a) The parties mutually agree that there are matters that would be beneficial if discussed at Labour/Management Committee Meetings during the term of this Agreement. The Committee shall be comprised of an equal number of representatives of each party not to exceed four (4) Union and four (4) Hospital representatives. Meetings will be held at least once every two (2) months, unless agreed otherwise.

The Hospital undertakes to notify the Union in advance so far as practicable of any renovations or construction projects that will affect bargaining unit employees.

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

The Hospital agrees to supply the local union with regular part time / casual / full time hour's 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 regular part time/casual/full time utilization through the Labour/Management Committee. The Hospital agrees to consider Union proposals for alternate distribution of hours between regular part time, casual and full time. The Union recognizes the Hospital's right to determine such utilization.

7.02 Negotiating Committee

The Hospital agrees to recognize a negotiating committee comprised of not more than four (4) members to be elected or appointed from the bargaining unit. The purpose of the Negotiating Committee shall be to negotiate a renewal of this Collective Agreement.

The Hospital agrees to pay members of the negotiating committee for straight time wages for hours spent in direct negotiations for a renewal agreement, up to and including conciliation. Nothing in this provision is intended to preclude the Union negotiating committee from having the assistance of any representatives of the Ontario Public Service Employees Union when negotiating with the Hospital.

7.03 Grievance Committee

The Hospital will recognize a grievance committee comprised of not more than three (3) members to be elected or appointed from the bargaining unit. One member shall be chairman of the Grievance Committee. The purpose of the committee is to deal with grievances as set out in this Collective Agreement. A committee member(s) shall suffer no loss of earnings for time spent in performing the above duties during the employee's regular scheduled working hours.

7.04

Union Stewards

The Hospital agrees to recognize Union Stewards to be elected or appointed from amongst employees in the bargaining unit who have completed their probationary period for the purpose of dealing with union business as provided under this Collective Agreement. The Hospital agrees to recognize up to six (6) Union Stewards within the bargaining unit.

The Local Union president or designate may, in the absence of any steward, assist in the presentation of any grievance, or with any steward function.

7.05

Union Business During Work Hours

The Union acknowledges and agrees that members of the Grievance Committee and Stewards have regular duties to perform in connection with their employment. Members of the Grievance Committee and Stewards will not leave their duties without first obtaining permission from their Departmental Manager or designate of the Department or Unit in which they are working.

If, in the performance of their union duties, a member of the Grievance Committee or Union Steward is required to enter an area within the Hospital in which they are not ordinarily employed, they shall report their presence to the Departmental Manager or designate in the area immediately upon entering it. When resuming their regular duties and responsibilities, such steward shall again report to their immediate Departmental Manager or designate. A Union Steward or Grievance Committee member shall suffer no loss of earnings for time spent in performing the above duties during their regular scheduled working hours.

7.06

Professional Responsibility

- a) The Parties have a mutual interest in the provision of quality patient care. Therefore, when an employee, or group of employees, covered by this agreement and governed by an Ontario College under the Regulated Health Professions 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 first be discussed with their manager or designate, and then if no resolution can be found, the workload complaints will 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, using the form in Appendix A. This fifteen-day period shall include the attempt to resolve the issue at the unit/departmental level. The manager/designate will provide a written response to the complainant(s), with a copy to the bargaining unit President or designate and the Labour Management Committee.
- b) If, after a thorough investigation, no consensus can be reached at Labour Management Committee the parties will meet with Human Resources within thirty (30) days of referral to present the issues. Human Resources will notify the Union of the decision in writing within fourteen (14) days.

7.07 **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 Human Resources Manager or designate(s).

7.08 **Hospital Committees**
When an employee is requested by the Hospital and the employee agrees to participate on a Hospital Committee said employee will be paid straight time for hourly wages and benefits and will continue to accrue seniority and service for all time required for said Committee.

An employee who volunteers to maintain a position on a Hospital Committee will be paid for hourly wages and benefits and accrue seniority and service for said hours when the Committee sits during said employee's regular scheduled shift only. Volunteer Committee membership is at the discretion of the employee's Departmental Manager or designate.

7.09 **Union Office Space and Equipment**
The Hospital will provide one (1) office space to be shared by all OPSEU bargaining units. The Hospital also agrees to provide one (1) telephone and voicemail account to the Union office. The Hospital will also provide appropriate access to the Hospital computer network. The computer system (including email) will not be used in a derogatory manner against the Hospital which includes unauthorized political messages to members of the bargaining unit. The Union will provide all hardware and assume responsibility for any necessary repairs and related expenses. The Union must be in full compliance with all of the current Hospital computer policies.

7.10 **Local President and Steward Time Off**
The Hospital shall grant one (1) shift off with pay per pay period for the Local President or designate and one (1) shift with pay per month for the Unit Steward for the purpose of conducting the internal affairs of the service bargaining unit. For clarity, a shift will be defined as being equivalent to whatever length of time is normally worked by the individual taking the time off. For example, if the Local President works extended shifts, they shall be released for 11.25 hours paid time off under this provision.

ARTICLE 8 – NO DISCRIMINATION OR HARASSMENT

- 8.01
- a) The parties are committed to a workplace free from workplace harassment, including bullying, by other employees, supervisors, managers, any other person working or providing services to the Hospital in the workplace, clients or the public, in accordance with the law. Workplace harassment is engaging in a course of vexatious comment or conduct against an employee in the workplace that is known or ought reasonably to be known to be unwelcome.
 - b) The parties agree that in accordance with the provisions of the Ontario Human Rights Code, there shall be no discrimination against any employee, by the Union or the Hospital by reason of race, creed, colour,

age, sex, marital status, nationality, ancestry, handicap, place of origin, political affiliation or sexual orientation.

- (c) The workplace is defined as all areas of the facility, and includes areas such as offices, resident areas, grounds, rest rooms, cafeteria, locker rooms, staff rooms, conference rooms and parking lots. The workplace also includes computers and the computer system.
- d) If the employee believes they have been harassed and/or discriminated against on the basis of any prohibited grounds of discrimination, there are specific actions that may be undertaken. The employee should request the harasser to stop the unwanted behaviour by informing the harassing individual(s) that the behaviour is unwanted and unwelcome. Should the employee not feel comfortable addressing the harasser directly, they may request the assistance of the Manager or a Union representative. If the unwelcome behaviour was to continue, the employee will consult the Hospital Policy on harassment and will be free to pursue all avenues including the complaint investigation and resolution.
- e) It is expected that employees will cooperate in the investigation.
- f) Properly discharged supervisory responsibilities, including the delegation of work assignments and/or the assessment of discipline that does not undermine the dignity of the individual is in no way to be construed as harassment.
- g) The parties agree that an employee may have a representative of the Union with them throughout the process, if requested.

ARTICLE 9 – GRIEVANCE AND ARBITRATION PROCEDURE

- 9.01 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 and the Local President or designate in writing, or such suspension or discharge.
- 9.02 For purposes of this Agreement, a grievance is defined as a difference arising between a member of the Bargaining Unit and the Hospital relating to the interpretation, application, administration or alleged violation of the Agreement.
- 9.03 It is the mutual desire of the parties hereto that complaints shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given his immediate supervisor the opportunity of adjusting his complaint. Such complaint shall be discussed with his immediate supervisor within seven (7) calendar days from the event-giving rise to the grievance, or from when the employee should have reasonably become aware of the event-giving rise to the grievance. 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.

9.04

Step 1

- a) The employee must submit the grievance through the Local Union, signed by the Grievor and the Local Union President, or designate, to Human Resources. 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 specify the provisions of the Agreement, which are alleged to have been violated.
- b) The parties will have a period of up to fourteen (14) 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.

9.05

Step 2

- a) During the next fourteen (14) day resolution period, 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.
- b) In determining a date for the meeting, the parties will consider:
 - (i) The time needed for research, consultation and preparation for the meeting(s) and;
 - (ii) The time needed after the meeting, and before the expiry of the fourteen (14) day period, to conduct follow-up activities including the possibility of holding further meetings.
- c) 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.
- d) 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 fourteenth (14th) day following the date of the filing of the grievance.
- e) 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.
- f) If the grievance is filed by the Hospital, the Union will provide a response by the end of the thirtieth (30th) day following the date the grievance was filed. The Hospital will have fourteen (14) calendar days from the date of the Union's response to determine if it will accept the Union's response or will refer the matter to arbitration.

9.06

Policy Grievance

A grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step 2 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.

9.07

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 Human Resources, within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred. The grievance shall then be treated in the manner as set out for an individual grievance.

9.08

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 originated at Step 2 and be submitted through the Local Union, signed by the Grievor and the Local Union President, or designate, to Human Resources 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.

9.09

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

9.10

Arbitration

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.

- 9.11 When either party requests that any matter be submitted to arbitration as provided in this Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time appoint a nominee. Within seven (7) calendar days thereafter, the other party shall appoint its nominee, provided however, that if such party fails to appoint its nominee as herein required, the Minister of Labour for the Province of Ontario shall have the power to make such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to agree upon a Chair of the Arbitration Board. If they are unable to agree upon such a Chair within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a Chair.
- 9.12 No person may be appointed as an arbitrator who has been in an attempt to negotiate or settle the grievance, except as herein provided.
- 9.13 No matter may be submitted to arbitration, which has not been properly carried through all requisite steps of the grievance procedure.
- 9.14 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.
- 9.15 The proceedings of the Arbitration Board will be expedited by the parties. The decision of the majority, and where there is no majority, the decision of the Chair, will be final and binding upon the parties hereto and the employee(s).
- 9.16 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.
- 9.17 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.
- 9.18 **Mediation**
The parties to this agreement wish to encourage the settlement of grievances as soon as is possible and, wherever possible, without resorting to arbitration.
- For these reasons, the parties may mutually agree to refer a grievance to a mediator before proceeding to arbitration. The selection of a mediator will be agreed to and costs shall be shared equally by the parties. The mediation shall be conducted on a without prejudice basis and shall not otherwise affect the timelines or provisions of the grievance/arbitration process. In the event that the matter is not settled by mediation, then the matter may then be resolved at arbitration. The referring party shall contact the other and agree on a satisfactory selection process.
- 9.19 Where “Arbitration Board” is referred to in this 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.

9.20 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 response.

ARTICLE 10 – SENIORITY AND SERVICE

10.01 2014 Mental Health Divestiture Employees

- a) Once the actual hours of work are established for those classified, unclassified (part-time) employees who transferred from the Government to the Hospital are established, the hours will be added to the actual hours of work since commencing their employment with St. Joseph's Health Care. This calculation will represent the part-time employees' seniority defined as hours of work.
- b) Employees hired prior to January 22, 2001 St. Thomas site and February 19, 2001 London site, shall have their seniority calculated including all periods of employment with St. Joseph's Health Care and all shall include all periods of employment with the former hospital in the Ontario Public Service. Employees hired after the above-noted dates shall have their seniority calculated as per the following clauses of this Article.

10.02 Full time seniority shall be defined as an employee's length of continuous service within the bargaining unit from the most recent date of hire.

10.03 Part time seniority shall be defined as the number of hours worked in the bargaining unit from the most recent date of hire.

10.04 The calculation of continuous service in the bargaining unit will be based on:

- a) Last date of hire for full time employees; or
- b) Hours of work for part time employees on the basis of 1650 hours worked equals one (1) year of service.

10.05 Probationary Period

A newly hired employee will be considered on probation for a period of 337.50 hours of work. It is understood that the probationary period will start after the employee has completed the mandatory corporate orientation program (five (5) days). If retained after the probationary period, the employee shall be credited with seniority from the date of last hire. With the written consent of the Hospital, the probationary employee and the Local Union President or designate, such probationary period may be extended.

It is understood and agreed that any extension to the probationary period will not exceed an additional 225 hours 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.

10.06

Seniority List

- a) A seniority list shall be established for all full time employees covered by this Agreement who have completed their probationary period. For information purposes only, the names of all full time probationary employees shall be included on the seniority list. Seniority on such lists will be expressed in terms of a date.
- b) A seniority list shall be established for all part time employees covered by this Agreement who have completed their probationary period. For information purposes only, the names of all part time probationary employees shall be included on the seniority list. Seniority on such lists will be expressed in terms of total hours worked.
- c) Seniority lists will be posted electronically on STEGHnet and hard copy, and will be revised at least semi-annually according to the records of the Hospital.
- d) Electronic copies of the Seniority Lists will be sent to the Local Union President, or designate.

10.07

Seniority Accumulation

- a) Full time employees upon completion of their probationary period, will accumulate seniority on the basis of their continuous service in the bargaining unit from the last date of hire, and their names will be placed on the full time seniority list.
- b) Part time employees upon completion of their probationary period, will have their names placed on the part time seniority list, and will thereafter accumulate seniority on the basis of hours worked in the bargaining unit.
- c) In the application of seniority, no employee's seniority date may pre-date the employee's date of hire.
- d) A part time employee cannot accrue more than 1650 hours of seniority and service in a twelve (12) month period. The twelve (12) month period shall be from January 1st through to December 31st each year.

10.08

Transfer of Seniority

Note: There will be no retroactive monetary adjustment as a result of implementation of this clause. This means that service credits for the purpose of placement on the grid, vacation entitlement and any other service-based benefit will be adjusted, but no retroactive money, vacation days, or service-based benefit will be owing.

Seniority and service shall be retained by an employee in the event they are transferred from full time to part time or vice versa. An employee whose status is changed from full time to part time shall receive credit for their seniority and service on the basis of 1650 hours worked for each year of full time seniority and

service. An employee whose status is changed from part time to full time shall receive credit for their seniority and service on the basis of one (1) year of seniority and service for each 1650 hours worked. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer.

10.09

Loss of Seniority and Service

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

- a) Leave on their own accord (including retirement);
- b) Are discharged and the discharge is not reversed through the grievance or arbitration procedure;
- c) Has been laid off without recall pursuant to [Article 12](#) 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 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 their intention to return within five (5) calendar days after they have received notice of recall sent by courier 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.

An employee will be deemed to have received the notice of recall on the day the courier delivers the notice to the employee's last known address on file with the Hospital.

10.10

Effect of Absence

- a) It is understood that during an approved unpaid absence not exceeding sixty (60) continuous days or any approved absence paid by the Hospital, both seniority and service will accrue.
- b) During an unpaid absence exceeding sixty (60) 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 service date adjusted accordingly.
- c) In addition, the employee will become responsible for full payment of subsidized employee benefits in which they are 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 they are participating during the period of leave in excess of thirty (30) continuous days to ensure continuing coverage.

- d) 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 if an employee's absence is due to disability resulting in WSIB benefits or LTD benefits including the period of the disability program covered by Employment Insurance.
- e) Notwithstanding this provision, seniority and service shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave. For the parental leave, seniority and service shall accumulate for period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks if the employee did not take pregnancy leave.
- f) The Hospital will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating for a period from the commencement of the leave up to seventeen (17) weeks while an employee is on pregnancy leave and up to thirty-five (35) weeks while the employee is on parental leave (thirty-seven (37) weeks if the employee did not take pregnancy leave), unless the employee does not intend to pay their contributions.

The accrual of seniority and service for employees on pregnancy leave and parental leave applies to both full time and part time employees.

This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code* and the *Employment Standards Act*.

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

10.11

Seniority on Transfer Outside Bargaining Unit

- a) An employee who is transferred to a position outside of the bargaining unit for not more than twelve (12) months shall retain, but not accumulate, their seniority held at the time of the transfer. In the event the employee is returned to a position in the bargaining unit, they shall be credited with seniority held at the time of transfer and resume accumulation from the date of their return to the bargaining unit.
- b) An employee must remain in the bargaining unit for a period of at least three (3) months before transferring out of the bargaining unit again or they will lose all seniority held at the time of the subsequent transfer.
- c) In the event that an employee is transferred to a position outside of the bargaining unit for a period in excess of twelve (12) months, the

employee will lose all seniority held at the time of transfer. In the event the employee is returned to a position in the bargaining unit, the employee's seniority will accrue from the date of their return to the bargaining unit.

- d) It is understood that an employee may decline such offer to transfer and that the period of time referred to above may be extended by agreement of the parties.
- e) The Hospital agrees that it will not make work assignments that violate the purpose and intent of this provision. The Hospital will advise the Local Union of the names of any employees performing the duties of positions outside of the bargaining unit pursuant to this Article, the date the assignment commenced, the area of assignment and the duration of such assignments.
- f) Promotions of employees to positions outside of the bargaining unit are not covered by this Agreement and shall not be subject to the terms of this Agreement.

ARTICLE 11 – TECHNOLOGICAL CHANGE

11.01 The Hospital undertakes to notify the Union and the Local Union President or designate 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 and the Local Union President or designate 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 layoff under conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as set for the above and the requirements and provisions of [Article 12](#).

11.02 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, during which they may perfect or acquire the skills necessitated by the newer method of operation. Training shall be given during the hours of work whenever possible.

11.03 Where computers and/or new computer technology (e.g. Computer charting) are introduced into the workplace that employees are required to utilize in the course of their duties, the Hospital agrees that necessary training, as determined by the Hospital, will be provided at no cost to the employees involved.

ARTICLE 12 – LAYOFF AND RECALL – FULL AND REGULAR PART TIME EMPLOYEES

12.01 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) (i) Confidentially provide the Union with no less than five (5) months written notice of the proposed layoff or elimination of position, with the intent to provide one month more notice to the Union than to the employee(s); and the union agrees to not disclose this information to anyone else until all affected employees are notified in accordance with (ii) below

And

- (ii) Provide the affected employee(s), if any, no less than four (4) months' written notice of layoff or pay in lieu thereof.

NOTE: Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided in (i) above shall be considered notice to the Union of any subsequent layoff.

- 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, the parties agree to jointly evaluate, plan and review, with the Union the following:
- The reason causing the layoff
 - The service the Hospital will undertake after the layoff
 - How the Hospital intends to effect the layoff, 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:
 - (i) Identifying and reviewing possible alternatives to any action that the Hospital may propose taking;
 - (ii) Identifying and seeking ways to address on-the-job retraining needs of employees;
 - (iii) Identifying vacant positions within the Hospital for which surplus members of the bargaining unit might qualify, or such positions which are currently filled, but which are expected to become vacant within a twelve (12) month period.
 - (iv) Identifying contracting in opportunities;
 - (v) Mapping bumping opportunities for affected employees to the extent possible.

To allow the Union to carry out its mandated role under this Article, the Hospital will provide the Union with all pertinent financial and staffing

information and with a copy of any reorganization plans which might impact on the bargaining unit.

12.02 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.

- 12.03
- a) In the event of a layoff, the Hospital shall lay off full time employees in the reverse order of their seniority within their classification in the bargaining unit, providing that those full time employees who remain on the job have the qualifications and ability to perform the work.
 - b) In the event of a layoff, the Hospital shall lay off regular part time employees in the reverse order of their seniority within their classification in the bargaining unit, providing that those regular part time employees who remain on the job have the qualifications and ability to perform the work.
 - c) Layoffs of full time and regular part time employees will be dealt with separately.

12.04 **Layoff - Full Time Employees**

- a) A full time employee who is subject to permanent or long-term layoff shall have the following entitlements:
 - i) Accept the layoff and be placed on a recall list for twenty-four (24) months from the date the actual layoff begins; or
 - ii) Opt to retire, if eligible, under the terms of the Hospital's pension plan as outlined in [Article 12.14\(d\)](#) to which the employee belongs, or;
 - iii) Accept the layoff, and thereafter, at the Hospital'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 they were at work, and that their layoff will be deemed to have commenced at the end of the notice period.
 - iv) The employee may displace an employee who has lesser bargaining unit seniority and who is the least senior employee within his or her classification, identical paying classification, or lower paying classification in the bargaining unit, if the employee originally subject to layoff can perform the duties of the least senior employee within his or her classification, identical paying classification, or lower paying classification in the bargaining unit without training other than orientation.
 - v) If the employee cannot displace an employee in the bargaining unit, the employee may displace an employee who has lesser

bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in another department, if the employee originally subject to layoff can perform the duties of the least senior employee in a lower or identical paying classification in another department without training other than orientation.

- b) In the event of a proposed planned short-term layoff that is less than thirteen (13) weeks, the Hospital shall provide to the Union and to the affected employees no less than thirty (30) calendar days' notice. In giving such notice the Hospital will indicate to the Union the reasons causing the planned layoff and the anticipated duration of the layoff.

An employee who is subject to layoff for a period not greater than thirteen (13) weeks shall have the following entitlements:

- i) Accept the layoff and be placed on a recall list. During this period of layoff, the employee may elect to receive payment of some or all of their earned vacation credits up to a maximum of the period of the layoff. It is understood that the employee's vacation bank and entitlement will be appropriately reduced for that vacation year; or;
- ii) Displace an employee within his or her classification who has the least 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 the bargaining unit without training or orientation.
- iii) If the employee cannot displace an employee in (ii), the employee may displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit, if the employee originally subject to layoff can perform the duties of the least senior employee in a lower or identical paying classification in the bargaining unit without training or orientation.

12.05

Layoff – Regular Part Time Employees

- a) A regular part time employee who is subject to permanent or long-term layoff shall have the following entitlements:
- i) Accept the layoff and be placed on a recall list for twenty-four (24) months from the date the actual layoff begins; or
 - ii) Opt to retire, if eligible, under the terms of the Hospital's pension plan as outlined in [Article 12.14\(d\)](#) to which the employee belongs, or;

- iii) Accept the layoff, and thereafter, at the Hospital'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 they were at work, and that their layoff will be deemed to have commenced at the end of the notice period.
 - iv) The employee may displace an employee who has lesser bargaining unit seniority and who is the least senior employee within his or her classification, identical paying classification, or lower paying classification in the bargaining unit, if the employee originally subject to layoff can perform the duties of the least senior employee within his or her classification, identical paying classification, or lower paying classification in the bargaining unit without training other than orientation.
 - v) If the employee cannot displace an employee in the bargaining unit, the employee may displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in another department, if the employee originally subject to layoff can perform the duties of the least senior employee in a lower or identical paying classification in another department without training other than orientation.
- b) In the event of a proposed planned short-term layoff that is less than thirteen (13) weeks, the Hospital shall provide to the Union and to the affected employees no less than thirty (30) calendar days' notice. In giving such notice the Hospital will indicate to the Union the reasons causing the planned layoff and the anticipated duration of the layoff.

An employee who is subject to layoff for a period not greater than thirteen (13) weeks shall have the following entitlements:

- i) Accept the layoff and be placed on a recall list. During this period of layoff, the employee may elect to receive payment of some or all of their earned vacation credits up to a maximum of the period of the layoff. It is understood that the employee's vacation bank and entitlement will be appropriately reduced for that vacation year; or
- ii) Displace an employee within his or her classification who has the least 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.
- iii) If the employee cannot displace an employee in (ii), the employee may displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or

identical paying classification in 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.

12.06 Where an employee has their shift cancelled, this shall not constitute a layoff and the employee shall not be entitled to displace another employee.

12.07 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.

12.08 **Recall – Full Time Employee**

a) A full time employee shall have opportunity of recall from a layoff to an available opening in their former classification, or an equal or lower paying classification than the one from which the full time employee was originally laid off, in order of seniority, provided they have 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. A full time employee who is recalled shall be credited with the seniority they had at the time of the layoff.

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

c) No new full time 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.

12.09 The Hospital shall notify the employee of recall opportunity by courier, 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.

12.10 In the event that an employee who has been laid off and is placed on a recall list is assigned, by the Hospital, ad hoc shifts or to a temporary vacancy, she will retain, but not accumulate her seniority and service held at the time of layoff. Employees in such assignments will be treated as part-time. Where an employee is recalled pursuant to [Article 12.08](#), 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.

12.11

Recall – Regular Part Time Employee

- a) A regular part time employee shall have opportunity of recall from a layoff to an available opening in their former classification, or an equal or lower paying classification than the one from which the part time employee was originally laid off, in order of seniority, provided they have 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. A regular part time employee who is recalled shall be credited with the seniority they had at the time of the layoff.
- b) A regular part time employee recalled to work in a different classification from which they were laid off, or a regular part time employee who has displaced a regular part time employee in a lower classification shall be entitled to return to the position they held prior to the layoff should it become vacant within twenty-four (24) months of the layoff, provided that the regular part time employee remains qualified and able to perform the duties of his former position.
- c) No new regular part time 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.

12.12

Article 12 in its entirety shall not apply to casual employees.

12.13

2014 MENTAL HEALTH DIVESTITURE EMPLOYEES

Those employees who received termination payments from the Government of Ontario at the date of transfer to Hospital will receive termination payments only for their actual years of service with Hospital.

12.14

Offers of Early Retirement

Before issuing notice of long term layoff pursuant to [Article 12.01](#), the Hospital will offer early retirement allowance if it prevents the layoff of another employee in accordance with the following conditions:

- a) The Hospital will first make offers in order of seniority in the department(s)/unit(s) and in classifications where layoffs would otherwise occur. The Hospital will offer the same number of early retirements as the number of layoffs it would otherwise make.
- b) 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).
- c) If no employees on the unit affected accept the offer, the Hospital will extend the offer to other employees in the same classification as that being affected in the bargaining unit in order of seniority.

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

12.15

Voluntary Separation Allowance

If after making offers of early retirement in accordance with [Article 12.14](#), individual layoff notices are still required, prior to issuing those notices the Hospital will offer a voluntary exit option in accordance with the following conditions:

- a) The Hospital will first make offers in the classifications within the department(s)/unit(s) where layoffs would otherwise occur. If more employees than are required are interested, the Hospital will make its decision based on seniority.
- b) In no case will the Hospital approve an employee's request under (a) above for a voluntary early exit option, if the employees remaining are not qualified to perform the available work.
- c) The number of voluntary exit options the Hospital approves will not exceed the number of employees in that classification who would otherwise be laid off. The last day of employment for an employee who accepts a voluntary early exit option will be at the Hospital's discretion.
- d) An employee who elects a voluntary early exit option shall receive, following completion of the last day of work, a separation allowance of two (2) weeks' salary for each year of service to a maximum of fifty-two (52) weeks.

12.16

Attrition before Layoff

It is understood that attrition can be used effectively as a re-deployment strategy. The Hospital agrees that, wherever possible, it will utilize attrition as a means of reducing the workforce. The Union agrees that this will not constitute a layoff.

12.17

Training to Prevent Layoff

Where there is an available opening which has not be filled in accordance with [Article 12.08](#) and [Article 12.11](#), 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 training of up to six (6) months, subject to the staffing requirements of the hospital, if, with the benefit of such training, 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 qualification 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\(c\)](#).

12.18

Separation Allowance

Where an employee has received individual notice of long term layoff under [Article 12](#) such employee may resign and receive separation allowance as follows:

- a) Where an employee resigns within thirty (30) days after receiving notice of layoff pursuant to the notice of layoff provision in this collective agreement, that his or her position will be eliminated, he or she shall be entitled to a separation allowance of two (2) weeks' salary for each year to a maximum of sixteen (16) weeks' pay and on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand dollars (\$3,000).
- b) Where an employee resigns later than one (1) month after receiving a layoff notice, he or she shall be entitled to a separation allowance of four (4) weeks' salary plus on production of receipts from an approved educational program within twelve (12) months of resignation, shall be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty dollars (\$1,250).

12.19

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

ARTICLE 13 – JOB POSTINGS, PROMOTION AND TRANSFER

13.01

Where a permanent 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) consecutive calendar days. Applications for such vacancy shall be made in writing, within the seven (7) day period referred to herein. If an emergency exists that may not allow for the above procedure to be followed, the Hospital may fill the vacancy and the Local Union President, or designate will be advised forthwith.

Both full-time, regular part-time and casual staff can apply for and be considered for posted vacancies.

13.02

Subsequent vacancies by the filling of an initial vacancy are to be posted for a further five (5) consecutive calendar days.

13.03

Temporary Vacancies

- a) The Hospital may fill at its own discretion vacancies caused by:
 - 1. Illness;
 - 2. Accidents;
 - 3. Pregnancy and Parental leaves of absences;
 - 4. Leave of absence not expected to exceed six (6) months;
 - 5. Vacation;
 - 6. Specific tasks not expected to exceed six (6) months;
 - 7. Where temporary vacancies occur as a result of special one-time funding, the parties may agree to extend the timeline

- b) In filling such vacancies, consideration shall first be given to part time employees who have expressed an interest, in writing, in filling such vacancies.

Job share employees will only be eligible to be considered after the part time and casual pool of applicants has been exhausted.

- c) Employees selected to fill such temporary vacancies agree not to apply for other temporary positions while filling the temporary vacancy, unless the start of the new assignment is after the expiration of the existing agreement.
- d) Such vacancies will be posted on the unit based on the scheduling booking period stating the start and end date and the job number line. When there is more than one vacancy within a unit-department, each vacancy will be posted individually.
- e) Part time employees who fill temporary full time vacancies shall maintain their part time status, and shall be covered by the part time terms of the Collective Agreement. Upon completion of the temporary vacancy, the bargaining unit employee will be returned to their former position. Such employees shall continue to accrue seniority while filling a temporary vacancy.
- f) It is understood, that where such vacancies occur on short notice, and the Hospital chooses to fill such vacancies, failure to offer part time employees such work shall not result in any claim for pay for time not worked while proper arrangements are made to fill the vacancies.
- g) **Full Time Filling Temporary Full Time Vacancies**
Where the Hospital identifies that it would like to consider full time applicants for a temp full time job posting the Hospital would discuss this with the Union prior to the Hospital posting the job vacancy. The Hospital would identify on the job posting that full time employees are eligible to apply.
- h) The Hospital shall have the right to fill any permanent vacancy on a temporary basis until the posting procedure or the request for transfer has been complied with and arrangements have been made to permit the employees selected to fill the vacancy to be assigned to the job.

13.04 Notices of vacancies referred to in [Articles 13.01](#), and [13.02](#) shall include, for informational purposes: department, classification, and qualifications.

13.05 A copy of the posted notice will be sent to the Local Union President or designate, within the aforementioned seven (7) calendar days.

13.06 The name of the successful applicant will be provided in writing to the Local Union President or designate, and to the unsuccessful applicant(s) through email.

- 13.07 The Hospital agrees to discuss with unsuccessful applicant(s) ways in which they can improve for future postings, if requested.
- 13.08 In filling posted vacancies, the selection shall be made based on skill, ability, experience, availability and relevant qualifications of the applicants. Where these factors are relatively equal, bargaining unit seniority shall be the governing factor.
- 13.09 In matters of promotion and staff transfer, a successful bargaining unit applicant shall be allowed a trial period of up to thirty (30) working days 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.
- 13.10 An employee who is promoted to a higher rated classification within the bargaining unit will be placed on the grid of the higher rated classification so that they shall receive no less an increase in wage rate than the equivalent of one step in the wage rate of their previous classification (provided that they do not exceed the wage rate of the classification to which they have been promoted).
- 13.11
- a) 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 the date of transfer.
 - b) Employees are eligible to apply to any position provided they have been in their current position for at least six (6) months. The Hospital and the Union can by mutual agreement waive this six (6) month period. It is understood the Hospital and the Union will not prohibit the movement of employees that result in the change of status for the employee or classification. Status is understood to refer to full-time or part-time classification.
- 13.12 Where there are no successful applicants from within the bargaining unit for posted vacant positions, the Hospital may fill the vacancy without further posting.
- 13.13 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 7-day period referenced herein.

The Hospital shall consider employees for these opportunities on the basis of skill, ability, availability, 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

14.01

Personal Leave

The Hospital may grant a leave of absence without pay for legitimate personal reasons provided the employee can be spared, having due regard for the proper operation of the Hospital. Application for such leave shall be submitted through Kronos as far in advance as possible, but in any event at least one (1) week prior to the commencement of the leave, unless such notice in advance is impossible to give. The application must clearly state the reason for the leave of absence and duration of such absence. An employee will be credited with seniority during an unpaid leave of absence up to a maximum of sixty (60) days. No legitimate request will be unreasonably denied.

If the employee needs to alter their work day to accommodate a short notice appointment, the employee should speak with their manager so arrangements can be made.

An employee can request an unpaid Leave of Absence to participate in International or Canadian Relief efforts under the provisions of this Article.

14.02

Bereavement Leave

- a) An employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for up to five (5) consecutive calendar days off, without loss of their regular earnings for their scheduled hours in conjunction with the day of the funeral for a parent, spouse, child, brother or sister.
- b) An employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for up to three (3) consecutive calendar days off, without loss of their regular earnings for their scheduled hours in conjunction with the day of the funeral for an immediate family member.
- c) An employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for up to one (1) calendar day bereavement leave without loss of regular earnings to attend the funeral of, or a memorial service (or equivalent), for an aunt, uncle, niece or nephew.
- d) The leave provided for in this article must be taken within seven (7) consecutive calendar days of the funeral of the deceased.

- e) Immediate family, for the purposes of this Article, shall mean mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-law and grandparent of spouse, step-parents, son-in-law, and daughter-in-law.
- f) "Spouse" for the purposes of this Article, refers to the employee's current spouse (including same sex spouse), or common-law spouse (including same sex spouse), and does not include legally separated or divorced spouses.

"Child" for the purposes of this Article, will also include a child of a common-law spouse and/or spouse of the same sex.
- g) If a burial or memorial service is not held within the seven days as specified in [Article 14.02\(d\)](#) referenced above, an employee can utilize one (1) calendar day of their bereavement entitlement, as determined above, within six (6) months following the date of bereavement for the purposes of attending such burial or memorial service.
- h) Where an employee does not qualify under the above noted conditions, the Hospital may nonetheless grant an unpaid bereavement leave.
- i) The Hospital, upon request, may extend such leave without pay.
- j) A part time employee shall receive credit for their seniority and service during such leave where they are in receipt of bereavement leave pay.

14.03

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 or College of Nurses Hearing 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 Hospital 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 Hospital the amount (other than expenses) paid to the employee for such service as a juror or for attendance as such witness.

In addition to the foregoing, where an employee is required by subpoena to attend a Court of Law or Coroner's Inquest or College of Nurses Hearing, 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 or the College of Nurses Hearing.

The above is applicable to regular part-time employees.

14.04

Pregnancy Leave

The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service at the Hospital prior to the commencement of the pregnancy leave.

- a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act 2000*, except where amended in this provision.

In the event the Ontario Employment Standards Act 2000 and Regulations are amended to provide a greater right, benefit, term or condition to an employee(s) with respect to pregnancy and parental leave than that which existed on March 31, 2000, each of such amended provisions shall be incorporated within this Collective Agreement.

- b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.
- c) The employee shall reconfirm her intention to return to work on the date originally approved in [Article 14.04\(b\)](#) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- d) Effective on confirmation by Service Canada on the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan, and retroactive to date of confirmation by Service Canada, 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 eighty-four percent (84%) of her regular weekly earnings and the sum of her weekly Employment Insurance Pregnancy Benefits during her leave and any other earnings. Such payment shall commence following completion of the two-week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance Payment Details 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 fifteen (15) weeks for a pregnancy leave.

- e) 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.

For the purpose of calculating Supplemental Unemployment Benefits for regular part time employees (excluding casual), the calculation will be based on an average of the employee's gross earnings, including lieu and vacation pay, in the twenty-six (26) weeks prior to their last day worked.

- f) 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.

- g) **Transfer of Pregnant Employees**

Pregnant employees may request to be transferred from their current duties or have their duties modified if, in the professional opinion of the employee's physician and in consultation with the Occupational Health Department, 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 the commencement of the current contractual pregnancy leave provisions.

- h) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave. For part-time employees, such accumulation shall be on the basis of what the employee's normal regular hours of work as calculated in [Article 14.04 \(e\)](#) above.
- i) The Hospital will continue to pay its share of the premium contributions of subsidized employee benefits, including the pension plan in which the employee is participating, for a period of up to seventeen (17) weeks while the employee is on pregnancy leave, should the employee choose to maintain benefits and make arrangements suitable with the Hospital to contribute to the Hospital their share of the premiums.
- j) The employee shall be reinstated upon their return from pregnancy leave to her former position, shift and department if it still exists or to a comparable position if it does not and receive the same rate of pay as the employee received prior to commencement of the leave.

14.05

Parental Leave

The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service at the Hospital prior to the commencement of the pregnancy leave.

- a) Parental leave will be granted in accordance with the provisions of the *Employment Standards Act 2000*, except where amended in this provision.

In the event the Ontario Employment Standards Act 2000 and Regulations are amended to provide a greater right, benefit, term or condition to an employee(s) with respect to pregnancy and parental leave than that which existed on March 31, 2000, each of such amended provisions shall be incorporated within this Collective Agreement.

- b) The Hospital agrees to provide a parental leave of up to thirty-five (35) weeks for the birth mother and thirty-seven (37) weeks for an employee who is a parent, including an adoptive parent, following the birth of a child or the adoption of a child.
- c) An employee who is an adoptive parent shall advise the Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of pending adoption the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.
- d) An employee who qualifies for parental leave, other than an adoptive parent, shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return.
- e) An employee who is an adoptive parent may extend the parental leave for a period of up to twelve (12) months duration maximum, as may be required by the adoption agency concerned. Written notice by the employee for such extension will be given at least eight (8) weeks prior to the termination of the initially approved leave.
- f) The employee shall reconfirm their intention to return to work on the date originally approved in [Article 14.05\(d\)](#) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- g) An employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the *Employment Insurance Act*, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of their regular weekly earnings and the sum of their weekly Employment Insurance benefits. 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 Payment Details as proof that they are in receipt of the Employment Insurance parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks.
- h) The parental leave can be split between the partners but there is only one allotment of SUB top-up for parental leave per family.

- i) 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 severance pay benefits are not reduced or increased by payment received under the plan.
- j) Credits for service and seniority shall accumulate for a period of up to thirty-seven (37) weeks while an employee is on parental leave, including an adoptive parent on parental leave as calculated [Article 14.05\(e\)](#) above.
- k) The Hospital will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating, for a period of up to thirty-seven (37) weeks while the employee is on parental leave, including an adoptive parent on parental leave, should the employee choose to maintain benefits and make arrangements suitable with the Hospital to contribute to the Hospital their share of the premiums. For the purpose of calculating Supplemental Unemployment Benefits for regular part time employees (excluding casual), the calculation will be based on an average of the employee's gross earnings, including lieu and vacation pay, in the twenty-six (26) weeks prior to their last day worked.
- l) The employee shall be reinstated upon their return from parental leave to their former position, shift and department if it still exists or to a comparable position if it does not and receive the same rate of pay as the employee received prior to commencement of the leave.
- m) The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times her normal weekly hours.

14.06

Emergency Leave

Employees shall be entitled to emergency leave without pay pursuant to the provisions of the *Employment Standards Act* related to the following:

- a) A personal illness, injury or medical emergency;
- b) The death, illness, injury or medical emergency of an individual described in this Article;
- c) An urgent matter that concerns an individual described in this Article.

For the purpose of this Article, the individuals referred to in this Article are:

- i) The employee's spouse
- ii) A parent, step-parent or foster parent of the employee or the employee's spouse
- iii) A child, step-child or foster child of the employee or the employee's spouse
- iv) A grandparent, step-grandparent, grandchild, or step-grandchild of the employee or the employee's spouse
- v) The spouse of a child of the employee
- vi) The employee's brother or sister

- vii) A relative of the employee who is dependent on the employee for care and assistance.

An employee who wishes to take leave under this Article shall advise the Hospital that they will be doing so. If the employee must begin the leave before advising the Hospital, the employee shall advise the Hospital of the leave as soon as possible after beginning it.

An employee is entitled to take a total of ten (10) days leave under this section each year. If an employee takes any part of a day as leave under this section, the Hospital may deem the employee to have taken one (1) day's leave on that day for the purpose of this Article. The Hospital may require an employee who takes leave under this section to provide evidence reasonable in the circumstances that the employee is entitled to the leave.

Upon conclusion of an employee's leave under this Article, the Hospital shall reinstate the employee to the position the employee most recently held with the Hospital, if it still exists, or to a comparable position, if it does not.

14.07

Military Service

An employee may be granted unpaid leave without loss of service or seniority for the purpose of fulfilling his or her minimum training requirements to maintain their status in the Canadian Reserve Force. Such leave shall not exceed two (2) weeks per calendar year. Requests must be made in writing and will be considered on an individual basis by the Employee's Departmental Manager or designate. Such requests are to be submitted as far in advance as possible.

Any request for military leaves exceeding two (2) weeks may be considered on an individual basis and if approved, service and seniority will continue for the duration of the leave.

14.08

Family Medical Leave

An employee shall be entitled to an unpaid family medical leave of up to eight (8) weeks in a 26-week period to provide care or support to a family member in accordance with the provisions of the *Employment Standards Act*. Requests must be made in writing to the Employee's Departmental Manager or designate.

14.09

Organ Donor Leave

An employee shall be entitled to an unpaid Organ Donor leave of absence up to thirteen (13) weeks in order to donate a Kidney, Liver, Lung, Pancreas, or Small Bowel in accordance with the provisions of the *Employment Standards Act*. Requests must be made in writing to the Employee's Departmental Manager or designate.

14.10

Education Leave

- a) Where employees are required by the Hospital to take courses or upgrade or acquire new employment qualifications, the Hospital shall pay the full costs associated with the courses.
- b) If required by the Hospital, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade their employment qualifications.
- c) Both the Hospital and the Union recognize their joint responsibility and commitment to provide and participate in, in-service education. The Union supports the principle of its members' responsibility for their own professional development and the Hospital will provide programs related to the requirements of the Hospital. Available programs will be publicized.

14.11

When an employee is on duty and authorized to attend any in-service program within the Hospital and during her or his regularly scheduled working hours, the employee shall suffer no loss of regular pay. When an employee is required to attend courses or engage in any learning opportunities outside of her or his regularly scheduled working hours, the employee shall be paid for all time spent in attendance on such learning opportunities courses at their regular straight time hourly rate of pay.

Where the hospital requires e-learning, it will make reasonable efforts to enable hospital e-learning requirements during an employee's regular working hours. If the employee cannot find time by the deadline set by the Hospital, the Hospital shall relieve the employee of her responsibilities during the work week to complete the training or provide payment for the e-learning to be completed at home in off hours. Such permission shall be provided in writing.

Part-time employees will be credited with seniority and service for all such hours paid as provided above while engaged in attendance at such learning opportunities courses.

14.12

Where an employee is required to attend mandatory in-service programs as outlined in [Article 34.05\(c\)](#) and is unable to attend as a result of the in-service not being offered during the employee's regular scheduled working hours, they shall be paid at their regular straight hourly rate for all hours spent in the in-service.

14.13

In conjunction with the Union committee the Hospital will facilitate the arrangement of on-site CPR re-certification sessions for employees.

14.14

Provincial Time Off for Union Business

Where an employee in the bargaining unit is elected or appointed as an Executive Board Member, Executive Officer, member of the Hospital Health Care Support Division Executive or as a Membership Development Trainee with OPSEU, such individual shall be granted leave of absence for the time required to exercise the duties of such appointment where the Hospital is provided with no less than fourteen (14) days' notice. Such positions shall be limited to two (2)

members from the Hospital with no more than one (1) individual from within a section/division within a Department.

14.15

Local Union Business Leave

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

Such leave shall be subject to the following conditions:

- a) Not more than six (6) employees of the Hospital are absent on any such leave at the same time; with a maximum of two (2) employee from each department;
- b) Requests must be made in writing, signed by a representative of the Union, at least fourteen (14) days prior to the commencement of the function for which leave is requested, unless unable to do so;
- c) Such request shall state the general nature of the function to be attended;
- d) Employees on a Union Leave which is approved by the Hospital in accordance with the above conditions shall have their wages and benefits maintained by the Hospital. The Hospital shall then forward a statement of such wages, benefits and all other Hospital costs to the OPSEU office for reimbursement of the amount stated.

14.16

Union Position Leave

When an employee is elected as the Union's President or First Vice-President (Provincially) the Union will immediately following such election advise the Hospital 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 Hospital the amounts paid on behalf of the employee, including pay and benefits.

14.17

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

14.18

Pre-Paid Leave

(For details on Pre-Paid Leave see Article 36)

One (1) employee in departments where there are between one (1) and twenty (20) bargaining unit members, two (2) employees in departments where there are between twenty-one (21) and forty (40) employees, and three (3) employees in departments where there are forty-one (41) or over bargaining unit members. Departments shall be defined by the Employer.

ARTICLE 15 – BENEFITS (SHORT TERM, LONG TERM DISABILITY) – FULL TIME EMPLOYEES ONLY

- 15.01 The Hospital will assume total responsibility for funding 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 plan information will be available in the employee benefit booklet and on STEGHnet.
- The Hospital will pay seventy-five percent (75%) of the billed premium towards coverage of eligible employees under the long-term disability portion of the plan (HOODIP or an equivalent plan). The employee will pay the balance of the billed premium through payroll deduction. For the purpose of transfer to the short-term portion of the disability program, employees on the payroll as of the effective date of the transfer with three (3) months or more of service shall be deemed to have three (3) months of service. For the purpose of transfer to the long-term portion of the disability program, employees on the active payroll as of the effective date of the transfer with one (1) year of service shall be deemed to have one (1) year of service.
- 15.02 Employees shall be eligible to access vacation credits, accumulated time, banked statutory holiday time during the term of any modified work assignment, but such days of vacation, accumulated time or banked statutory holiday time will not count toward the “actively at work” requirement under the terms of the HOODIP plan.
- 15.03 The Hospital further agrees to pay employees an amount equal to any loss benefits under HOODIP for the first two days of the 4th and 5th absence only. No sick pay benefit is payable under HOODIP for the first two (2) days of the sixth (6th) and subsequent absence in a calendar year.
- 15.04 To qualify and be paid sick leave, an employee must notify the Hospital through the process determined by their unit at least one (1) hour prior to the beginning of the employee’s scheduled starting time if on the a.m. shift, and four (4) hours if on the p.m. shift, except in the case of emergency. This notification must include the employee’s name, position, department, employee identification number and reason for absence. This clause shall not be unreasonably applied by the Hospital.
- 15.05
- a) 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 provisions of this Agreement.
 - b) If a claim for long-term disability is denied, the employee must fully comply with the carrier’s Medical Appeal Process prior to filing a grievance, provided that the Process is completed within sixty (60) days of its inception, unless that time is extended by mutual agreement of the Hospital and OPSEU.

15.06

Workplace Safety and Insurance Board (WSIB)

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 Workplace Safety & Insurance benefits 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 for disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by the Workplace Safety and Insurance Board(WSIB). If the claim for Workplace Safety & Insurance 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 on will continue for a maximum of fifteen (15) weeks.

Employees returning to work from an illness or injury compensable under WSIB will be assigned like work as necessary, if available.

The Hospital shall continue to pay the premiums for benefits plans for employees who are on WSIB to a maximum of 30 months from the time the absence commenced, or for retirees who are in receipt of Pension Permanent Disability Benefits to a maximum of thirty (30) months from the time the absence commenced.

15.07

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

ARTICLE 16 – BENEFITS (HEALTH AND WELFARE) – FULL TIME EMPLOYEES ONLY

16.01

The Hospital agrees to contribute towards the premium coverage of participating eligible employees in the active employ of the Hospital under the insurance plans set out in Article 16.01 subject to their respective terms and conditions including any enrolment requirements. For newly hired employees, coverage as set out in Article 16.01 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 one hundred percent (100%) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital.

b) **Group Life Insurance**

The Hospital shall contribute one hundred percent (100%) toward the monthly premium of the Group Life Insurance plan (HOUGLIP or equivalent) in effect for eligible full time employees in the active employ of the Hospital who have not yet reached the age of sixty-five (65) on the eligibility conditions set out in the existing Agreements.

c) **Same Sex Partner Coverage**

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

d) **Extended Health Care**

The Hospital shall contribute on behalf of each eligible employee seventy-five percent (75%) of the billed premium under Extended Health Care Plan (\$20.00 (single) - \$35.00 (family) deductible) with coverage to include:

- **Drug Coverage** (Formulary 3 – drugs that legally require a prescription plus selected life-sustaining drugs) - \$9.00 dispensing fee cap with mandatory generic drug substitution
- **Vision Coverage** – Maximum of \$300.00 every 24 months
- **Vision Coverage** – Include laser eye surgery under vision coverage maximum
- **Vision Coverage** – Eye exam coverage to a maximum of \$100.00 every 24 months
- **Hearing Aids** – Maximum of \$500.00 every five (5) years
- **Private Duty Nursing Services** – Limited to a maximum of 90 8-hour shifts, with authorization required
- **Chiropractor/Registered Massage Therapy** – Combined maximum of \$400.00 every calendar year
- **Physiotherapy** – Maximum of \$400.00 every calendar year
- **Osteopath/Podiatrist/Naturopath/Speech Pathologist** – Combined maximum of \$300.00 every calendar year
- **Psychologist** – Maximum of \$200.00 every calendar year, with a maximum of \$20.00 per hour (not including first visit which is reimbursed at \$35)
- **Orthotics** – Maximum of \$400.00 per pair, with a limit of two (2) pairs per calendar year

This Article applies provided the balance of the monthly premium is paid by employees through payroll deduction.

e) **Dental**

The Hospital agrees to contribute seventy-five (75%) of the billed premiums towards coverage of eligible participating employees in the active employ of the Hospital under the Dental Plan and employees shall pay the remaining premium through payroll deduction. The Plan shall provide for the following:

- **Recall** - Oral examination to be covered once every nine (9) months.
- **ODA Schedule** – Current ODA Schedule

- **Orthodontic** – Coverage will be included for participating employees on a 50/50 co-insurance basis, with a lifetime maximum of \$1500.00 per person insured.
- **Crowns/Implants/Restoratives** – Coverage will be included for participating employees on a 50/50 co-insurance basis with an annual maximum of \$1000.00 per person insured.
- **Denture Coverage** - Will be included for participating employees on a 50/50 co-insurance basis, with an annual maximum of \$1000.00 per person insured.

16.02 **Change of Carrier**

It is understood that the Hospital may at any time substitute another carrier for any Plan (other than OHIP) provided the benefits are equivalent and are neither reduced nor increased. The Hospital shall provide to the Union full specifications of the benefit programs contracted for before implementation of any change.

16.03 **Pension**

All present employed enrolled in the Hospital's Pension Plan shall maintain their enrolment in the Plan subject to its terms and conditions.

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

16.04 **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.

16.05 **Benefits on Lay-off**

Employees who have been laid off are entitled to the Extended Health and Dental benefits. Employees will be able to buy those benefits at one hundred percent (100%) employee cost. The employee will be responsible for making appropriate arrangements with the Hospital for payment of both the hospital 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 their actual lay-off.

16.06 The Liability of the Hospital shall be limited to deducting the employee's contributions referred herein and forwarding these and the Hospital contributions to the insurer. The administration of the various plans shall be the responsibility of the insurer, provided however, that an employee has the right to grieve in respect to these plans, but such grievances shall be limited to matters that fall within the direct control of the Hospital.

16.07 **Benefits on Sick Leave**

The Hospital will pay the Hospital portion of the benefit premiums while an employee is on sick leave. Upon commencement of Employment Insurance and Long Term Disability the employee will become responsible for one hundred percent (100%) of the benefit premiums to a maximum of thirty (30) months from the date the absence began.

- 16.08 **Benefits Information**
 The Hospital shall provide each employee with access to information booklets outlining all of the current provisions in the benefit plans defined in [Article 16](#). Upon request, the Hospital will make the Plan(s) available to the Union for inspection.
- 16.09 **Benefits Age 65 and Older**
 Semi-Private Hospital Insurance, Extended Health Care and Dental benefits will be extended to active full-time employees from the age of sixty-five (65) and up to the employee's seventieth (70th) birthday, on the same cost share basis as those employees under the age of sixty-five (65).
- 16.10 **Benefits for Early Retirees**
 A full-time employee who retires prior to age 65 and is in receipt of HOOPP benefits, is entitled to remain on the hospital benefits plan (dental, extended health, travel and semi-private coverage), provided the employee is currently enrolled in the plan at the time of retirement, until age 65. The monthly premium rates will be shared with the employee paying 50% and the Hospital will pay 50%. The retired employee will provide the Hospital with a series of post-dated cheques or an electronic consent form for direct withdrawal.

ARTICLE 17– BENEFITS (HEALTH AND WELFARE) – PART TIME EMPLOYEES ONLY

- 17.01 A part time employee shall receive in lieu of health and welfare benefits, holiday pay and income protection, a premium of fourteen percent (14%) of their regular straight time hourly rate for each hour worked. [Article 25](#) deals with employees working on a paid holiday and is in addition to this article.
- For greater clarity, it is agreed and understood that this premium in lieu of benefits shall not be included in any hourly or other rate on which a multiple of time and one half or any other multiple is applied for purposes of computing overtime worked, work performed on a Hospital Holiday, or otherwise.
- 17.02 Notwithstanding Article 17.01, part time employees may on a voluntary basis, enrol in the Hospital's Pension Plan when eligible in accordance with its terms and conditions. For part time employees who are members of the Pension Plan, the percentage in lieu of health and welfare benefits is ten percent (10%).

ARTICLE 18 – HOURS OF WORK

All Employees (Articles 18.01 – 18.13)

- 18.01 Scheduling shall be determined by the Hospital to maintain adequate and capable employees in order to provide proper care and coverage subject to the provisions of this Agreement.
- 18.02 Schedules will be posted at least two (2) weeks in advance and cover at least six (6) weeks.
- 18.03 A maximum of two (2) external phone numbers may be provided to assist the Hospital in contacting the employee for scheduling related discussions.

18.04 For shifts affected by the change in Daylight Savings Time to Standard Time and vice versa, the employee shall be paid for hours actually worked. In the spring, the night shift shall receive one (1) hour less and in the fall, an extra hour shall be paid at the applicable regular straight time hourly rate. It is understood that the reference to “regular straight time hourly rate” does not preclude an employee from receiving a premium under the agreement that they qualify for with the exception of overtime premium.

18.05 **Christmas and New Years Scheduling**

Both the Hospital and the Union agree to waive the normal scheduling procedures between December 20th to January 5th of each year. Scheduling assignments will be alternated from year to year for Christmas Day and Boxing Day or New Year’s Day.

For employees who participate in self-scheduling, this may be applied during the Christmas time set out by the Collective Agreement and does not require a letter of understanding. Self-scheduling over the Christmas period will encompass all units and departments covered by the Collective Agreement. Schedules must be submitted to the Departmental Manager or designate four (4) weeks prior to the posting date for review to ensure that they are workable. A workable schedule is one which includes appropriate skill mix, and addresses unit staffing needs.

Full time and part time are expected to work or be on-call either Christmas or New Years. Employees will not be scheduled for the other holiday nor for the same holiday two years in a row unless the employee and the Departmental Manager or designate mutually agree otherwise. For the purpose of this Article:

- Christmas is deemed to be Christmas Day and Boxing Day commencing at 2300 hours on December 24 and ending at 2300 hours on December 26 for those on eight (8) hour shifts and commencing at 1900 hours on December 24 and ending at 1900 on December 26 for those on twelve (12) hour shifts.
- New Years is deemed to be New Years Eve and New Years Day commencing at 2300 hours on December 30 and ending at 2300 hours on January 1 for those on eight (8) hour shifts and commencing at 1900 hours on December 30 and ending at 1900 on January 1 for those on twelve (12) hour shifts.

18.06 The minimum scheduled shift shall be four (4) hours paid.

18.07 **Shift Swap**

- a) Requests for change in posted time schedules must be submitted through the Time and Attendance System.
- b) It is understood that such a shift initiated by the employees shall not result in overtime and such shift swaps must be completed within the posted scheduling booking period.

- c) Employees who accept shifts through trades are expected to work the shifts accepted.
- d) For those employees who trade into all nights and evenings, it is understood that the Hospital reserves the right to require the employee to work certain shifts for the purpose of training, education and appraisal.

18.08 **Minimum Hours**

Employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available, will be paid at least four (4) hours unless work is not available due to conditions beyond the control of the Hospital. The reporting allowance as outlined herein shall not apply whenever an employee has received prior notice not to report for work.

18.09 It is agreed that regular work schedules shall not include split shifts.

18.10 **Time off Between Shifts (All employees)**

The Hospital will schedule a minimum of twelve (12) hours off between regularly scheduled shifts unless otherwise mutually agreed to by the Hospital and the employee.

18.11 For Registered Practical Nurses (RPN) and Operating Room Technicians (ORT), it is understood that at the change of shift there may be additional time required for reporting which shall be considered to be part of the regular work day for a period of up to ten (10) minutes. If the time extends past the ten (10) minute period, then the entire period will be considered overtime.

18.12 **Extended Tours**

Where the Hospital and Union agree, subject to the approval of the Ministry of Labour, other arrangements regarding hours of work may be entered into between parties with respect to tours beyond the normal or standard work day in accordance with the provisions set out in this Collective Agreement. (see [Article 37 – Model Agreement](#))

18.13 Where employees work a longer daily tour, the provisions set out in this Article governing the regular hours of work on a daily tour shall be adjusted accordingly.

- a) The normal daily extended tour shall be 11.25 consecutive hours in any 24-hour period, exclusive of unpaid meal time outlined in [Article 24.04](#).
- b) The introduction or discontinuance of longer daily tours shall be determined between the parties.
- c) Where the Union and the Hospital agree to an extended daily tour that differs from the normal daily extended tour, the provisions set out in this agreement shall be adjusted accordingly in [Article 24](#).

The Hospital shall not enter into any agreement with employees under Section 17 (2) of the *Employment Standards Act, 2000* that conflicts with the collective agreement.

Full Time Only (Articles 18.14 – 18.19)

18.14 **Shift Cancellation – Full Time**

The Hospital shall provide at least twenty-four (24) hours' notice of cancellation of a shift to the employee concerned. If the shift cancellation is made without such notice, the employee shall receive time and one-half (1 ½) of their regular straight time hourly rate for all hours worked on their next shift.

18.15 **Change of Shift – Full Time**

The Hospital shall provide at least twenty-four (24) hours' notice of change of schedule to the employee concerned. If the schedule change is made without such notice, the employee shall receive time and one-half (1 ½) of their regular straight time hourly rate for all hours worked on their next shift. The parties agree that a reassignment from one area to another is not considered a change in schedule.

18.16 The normal hours of work shall average thirty-seven and one-half (37.50) hours of work per week, seven and one-half (7.50) hours of work daily, exclusive of unpaid meal period.

18.17 It is understood that employees may be required to work more than five (5) days continuously to provide for days off on a consecutive rotation basis. For purposes of computing time, Monday shall be considered the first day of the calendar week. However, no employee shall be scheduled more than seven (7) consecutive seven and one-half (7.50) hour shifts on the posted schedule.

18.18 It is agreed that days off of the employees shall be on a consecutive basis provided no premium payment for overtime shall be involved.

18.19 The Hospital will schedule two (2) weekends out of four (4) weekends off for employees unless otherwise mutually agreed to between the parties. It is understood that the word "weekend" is defined as being from 2300 hours Friday and 2400 hours Monday.

Regular Part Time and Casual Only (Articles 18.20 – 18.28)

18.20 **Shift Cancellation – Part Time**

The Hospital shall provide at least sixteen (16) hours' notice of cancellation of a shift to the employee concerned. If the shift cancellation is made without such notice, the employee shall receive time and one-half (1 ½) of their regular straight time hourly rate for all hours worked on their next shift.

18.21 **Change of Shift – Part Time**

The Hospital shall provide at least sixteen (16) hours' notice of change of schedule to the employee concerned. If the schedule change is made without such notice, the employee shall receive time and one-half (1 ½) of their regular straight time hourly rate for all hours worked on their next shift. The parties agree that a reassignment from one area to another is not considered a change in schedule.

- 18.22 Regular Part time and casual employees will submit non-availability by 1500 hours on the Friday, four (4) weeks prior to the posting of the schedule into the Time and Attendance Program. A regular part time or casual employee, must indicate their non-availability for all shifts. If their non-availability is not submitted, the employee will be scheduled on the premise that they are available. Regular part time and casual employees who submit non-availability exceeding the two (2) week vacation entitlement will follow the LOA provisions under [Article 14.01](#).
- 18.23 In the event the employee becomes unavailable and they are not currently scheduled to work, it is the employee's responsibility to maintain their non-availability in the Time and Attendance System.
- 18.24 Notwithstanding [Article 18.22](#) above, regular part time and casual employees shall submit their non-availability into the Time and Attendance System by no later than March 1st for the time block which includes July 1st to the time block which includes Labour Day (summer period).
- 18.25 A shift will be deemed offered when a call is placed to an employee. If an employee accepts or declines the offer, the offer will be recorded as a shift worked. If an employee notifies the Hospital they are not available, there is no obligation on the Hospital to try to contact the employee. It is expected that an employee will work all scheduled shifts. An employee who accepts an offered shift from the Hospital will work the shift offered by the Hospital unless satisfactory arrangements are made.
- 18.26 Regular part time and casual employees may be scheduled for shifts less than seven and one-half (7.50) hours to meet the needs of patient care and Hospital operations. Where employees work a shorter shift than the standard or normal shift, the provisions of rest periods and unpaid breaks will be adjusted in accordance with [Article 24](#).
- 18.27 RPN's in one unit working in another unit will be scheduled or called after those RPN's in that unit have been considered. RPN's are able to hold multiple secondary units positions on other units, provided they are qualified to perform the work.

ARTICLE 19 – JOB SHARE

- 19.01 Job Sharing, for the purpose of this Agreement, shall be defined as the sharing of the hours and the responsibilities of a full time position.
- An incumbent full time employee who wishes to share their full time position must make application to the Hospital. Where this is approved, it is agreed that their half of the position will not be posted; however, the other half of the job shared must be posted and the selection based on the criteria set out in [Article 13](#). The full time employee will then become the "owner" of the job share line.
- 19.02 The Departmental Manager or designate will determine the number of job sharing positions allowable in the department or unit and will approve such job sharing requests based on operational requirements of the department or unit.

- 19.03 The Hospital will consider regular part time and casual applicants from the same classification within the department or unit as stipulated in the job share position posted, based on the seniority provisions in this agreement and their ability to perform the job.
- 19.04 Job sharers shall be considered regular part time employees and shall be subject to the applicable provisions of the Collective Agreement, unless otherwise specified.
- 19.05 Both employees will prepare and agree upon a time schedule with an equitable 50/50 distribution of hours. They will submit their schedule to the Departmental Manager or designate for approval and posting.
- 19.06 The job sharers involved will have the right to determine between themselves which partner will work on scheduled paid holidays subject to the conditions of the Collective Agreement. If an agreement cannot be reached, the division of paid holidays shall be equalized.
- 19.07 Job Sharers will be expected, on a reasonable basis, to cover leaves of absence including vacation and sick leave of their partner, up to full time hours. If the partner is unable to cover the entire leave, they must inform the Departmental Manager or designate.
- 19.08 In the event the former full time employee leaves the current position, the position shall be posted as a full time position and the regular part time employee reverts to a regular part time position.
- 19.09 In the event the regular part time employee leaves the position, the former full time partner has the option of reverting to full time or remaining as a job sharer. If they choose job sharing, the part time component of the job share position shall be posted in accordance with [Article 13](#).
- 19.10 Job Sharers will not be eligible for temporary full time positions, unless the regular part time and casual pool of employees has been exhausted.
- 19.11 **Discontinuation**
- a) It is understood and agreed that either job share partner or the Departmental Manager or designate may discontinue the job sharing arrangement with eight (8) weeks written notice to the other party.
 - b) Any transfers or changes of status of an employee resulting from a job sharing arrangement reverting to a full time position shall not constitute a layoff under the terms of the Collective Agreement.
 - c) In the event of a layoff, it is agreed that job sharers from the full time will be listed on the full time seniority list and likewise, the regular part time on the part time seniority list.

ARTICLE 20 – OVERTIME CONDITIONS

All Employees

20.01 For employees working a regular work day of 7.50 hours, all authorized time worked in excess of 7.50 hours in a day or seventy-five (75) hours in a two week pay period, exclusive of meal periods, shall be considered as overtime and be paid at the rate of time and one-half (1 ½) the employee's straight time hourly rate of pay. In order to qualify for overtime pay, the overtime must first be authorized by a Manager or designate having regard for the operational requirements.

20.02 For employees working extended tours, all authorized time worked in excess of 11 ¼ hours a day or 75 hours in a two week pay period, shall be paid at time and one half (1 ½) the employees straight time hourly rate of pay. In order to qualify for overtime pay, the overtime must first be authorized by a Manager or designate having regard for the operational requirements.

20.03 **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.

20.04 Subject to the need for assigning work to an employee who is qualified and has the ability to do the job with a minimum of delay, the Hospital will, distribute overtime on an equitable basis. Overtime will be distributed between full time and part time employees within the unit/department and classification based on posted seniority, on a rotational basis.

In order to be equitable, the next overtime call will be on a sequential basis by rotation on the posted seniority list.

This does not apply to an employee required to work longer than their normal daily shift.

20.05 **Overtime/Call Back Accumulation**

Full-time Employees:

Where an employee has worked and accumulated approved overtime hours (other than overtime hours related to paid holidays) or has accumulated hours for Call Back up to a maximum of thirty-seven and one-half (37½), then such employee shall have the option of electing payment at the applicable overtime rate or time off equivalent to the applicable overtime rate (i.e. where applicable rate is one and one-half times, then time off shall be at one and one-half times). Further, such time off must be taken at a time mutually agreeable to the Hospital and employee.

Regular Part-time Employees:

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, they may bank such hours up to a maximum of thirty-seven and one-half (37½) hours. Further the request for payment must be made at least two (2) weeks in advance for the hours to be paid out.

20.06 **Applicable to Full Time Employees Only**

Any hours worked on a normally scheduled day off and authorized by a Manager, will be paid for at the rate of time and one-half, computed at the regular rate for the job classification unless the employee has been absent without approval during the week in which such day worked falls.

20.07 **Transportation Allowance**

When an employee is required to travel to the Hospital, or to return to his home, as a result of being called back to work outside of his regularly scheduled hours, the Hospital will pay transportation costs either by taxi (to and from the Hospital) or by his own vehicle at the rate defined in Corporate Policy. Should the employee utilize taxi services, approval must be obtained in advance and receipts provided.

20.08 **Overtime Meal Allowance**

An employee who is required to work more than two (2) hours of overtime immediately following his or her scheduled hours of work following an extended tour, or four (4) hours of overtime immediately following a regular tour without notification of the requirement to work such overtime, prior to the end of his or her previously scheduled shift, shall be provided with a meal voucher for the Hospital kitchen/café or in the event the Hospital kitchen/café is not open an amount of \$5.00.

ARTICLE 21 – SHIFT PREMIUM

21.01 Effective April 1, 2016, an employee shall be paid a shift premium of one dollar and ten cents (\$1.10) per hour for each hour worked when the majority of such hours so worked falls between 1500 and 0700 hours the following day.

21.02 Effective April 1, 2016, an employee shall be paid a weekend premium of one dollar and ten cents (\$1.10) per hour for each hour worked between 2400 hours Friday to 2400 hours Sunday.

21.03 Weekend premium is in addition to any other applicable premium but shall not be pyramided by any overtime payment.

21.04 Premium payments under any of the terms of this Agreement shall not be duplicated or pyramided for the same hours worked. For clarity, this applies to any shift premiums, call backs, stand by pay and overtime as may be specified.

ARTICLE 22 – CALL BACK

22.01 Call Back

- a) 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 (4) 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 the four (4) hour periods for successive call-ins overlap, however, the employee will not be entitled to more than time and one-half (1 ½) his regular straight time hourly rate in respect to the period(s) of overlap.

In the event that such four (4) hour period overlaps and extends into his regular shift he will receive the four (4) hour guarantee payment at time and one half (1 ½) and his regular hourly rate for the remaining hours of his regular shift. The reference to leaving the Hospital premises referred to above will not be applicable where an employee remains in the Hospital on Standby arrangement with the Hospital.

Note: The following statement is applicable to part-time employees only. For purposes of clarification, Article 22.01 does not apply to prescheduled hours of work. Article 22.01 does not apply where the employee elects to work additional unscheduled hours made available by the Hospital.

- b) **Telephone Consultation**
Upon authorization by a Manager or designate, when an employee is called at home for an issue which would otherwise result in a call back, and that employee does not report for work, an allowance of one (1) hour at time and one half-pay or time off in lieu will be paid.
- c) **Full Time Only**
In lieu of call back pay, an employee may take equivalent time off with pay at a mutually agreeable time within sixty (60) days following the call back or such longer period as may be agreed upon. Where no agreement is reached, the employee shall be paid in accordance with [Article 22.01\(a\)](#).
- d) An employee who is called into work as a replacement for an absent employee within one hour of the commencement of the shift and who reports to work within one (1) hour after being called, will be paid for the full shift.

ARTICLE 23 – STANDBY PAY

- 23.01 An employee required to be on stand-by or remain available for call back duty on other than regular scheduled hours shall be paid at the rate of three dollars and thirty cents (\$3.30) per hour of standby time. Hours worked for call back shall be deducted from hours for which the employee receives standby pay.

ARTICLE 24 – REST PERIODS AND MEAL BREAKS

- 24.01 All employees working a shift less than seven and one-half (7.50) consecutive hours in duration, will be allowed a rest period of fifteen (15) consecutive minutes without any loss of pay within every three and three-quarter (3.75) hours of work.
- 24.02 All regular part time and casual employees will be given the same consideration as full time employees for break/rest/meal periods
- 24.03 All employees working a seven and one-half (7.50) or eight (8) hour shift will be allowed two (2) paid rest periods of fifteen (15) consecutive minutes and an unpaid meal period of thirty (30) minutes during each work day. Rest periods shall be taken in the first half and second half of a seven and one-half (7.50) or eight (8) hour shift.
- 24.04 All employees working an eleven and one quarter (11.25) hour shift will be allowed, subject to the exigencies of patient care, to paid relief periods during the tour of a total of three (3) paid rest periods of fifteen (15) consecutive minutes and an unpaid meal period of forty-five (45) minutes during each work day.
- 24.05 Upon mutual agreement between the Hospital and the employee, daily rest periods may be taken together but may not be taken at the start or end of their shift.
- 24.06 **Missed Meal Breaks**
If an employee is authorized to work, during the meal break, due to the requirements of patient care, he will be paid time and one half (1 ½) his regular straight time hourly rate for all time worked in excess of his normal daily hours.

ARTICLE 25 – PAID HOLIDAYS

The following provisions are applicable to full-time employees only:

- 25.01 a) The collective agreement shall provide twelve (12) paid holidays with appropriate payment to all employees who have completed twenty (20) days worked with the hospital, provided that he fulfils the qualifying conditions, if any, set out in the collective agreement.
- b) **Paid Holidays**
- | | |
|----------------|------------------|
| New Year's Day | Labour Day |
| Family Day | Thanksgiving Day |
| Good Friday | Remembrance Day |
| Easter Monday | Christmas Day |
| Victoria Day | Boxing Day |
| Canada Day | Civic Holiday |

Should the Hospital be required to observe an additional paid holiday as a result of legislation, it is understood that one of the existing holidays recognized by the Hospital shall be established as the legislated holiday after discussion with the Union, so that the Hospital's obligation to provide for twelve (12) paid holidays remains unchanged.

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

25.04 In order for a full-time employee to qualify for holiday pay, an employee must have completed twenty (20) working days of employment and must work his last full scheduled shift immediately preceding and his first full scheduled shift immediately following the holiday, unless excused from doing so by the Hospital or, in cases of absence due to sickness or accident, confirmed by a medical certificate, where the employee has worked within fourteen (14) calendar days of the holiday in question.

An employee who is scheduled to work on a paid holiday and who fails to do so shall lose their entitlement to holiday pay unless the employee provides a reason for such absence which is reasonable.

25.05 An employee who qualifies and is required to work on any of the above named holidays, will receive either:

- a) Pay for all hours worked on such day at the rate of one and one-half (1½) times their regular straight time rate of pay in addition to their regular straight time rate of pay. An employee wishing to be paid should advise their Departmental Manager or designate of their desire to be paid prior to the statutory holiday; or
- b) Pay at the rate of one and one-half (1½) the employee's regular straight time rate of pay for work performed on such holiday and a lieu day off at regular straight time rate of pay. The employee may elect to bank up to a maximum of five (5) earned lieu days of seven and one-half (7.50) hours each (i.e. a total of 37.50 hours); Notwithstanding the above, the Hospital may grant a special request from an employee to increase their bank of lieu days. The employee shall specify in the request to the Departmental Manager or designate the purpose for which they are seeking the increase. Such request will not be unreasonably denied.
- c) If the bank exceeds thirty-seven and one-half (37.50) hours, the excess time will be paid out;
- d) Withdrawals from the "bank" may be made in amounts of seven and one-half (7.50) hours or eleven and one-quarter (11.25) hours only and are to be taken at a time that is mutually agreeable to the Hospital. An earned seven and one-half (7.50) hour lieu day will be deposited into the employee's "bank" following the paid holiday in respect of which it was earned.

25.06 **Definition of Holiday Pay**

Holiday pay is defined as the amount of regular straight time hourly pay (7.50 hours) exclusive of shift premium which an employee would have received had they worked a normal shift on the holiday in question.

25.07 A shift that begins or ends during the twenty-four (24) hour period of the above holidays where the majority of hours worked falls within the holiday shall be deemed to be work performed on the holidays for the full period of the shift. Likewise, a shift that begins or ends during the twenty-four (24) hour period of the above holidays where the minority of the hours works falls within the holiday shall be deemed to be work performed on a regular shift for the full period of the shift and no premium shall be paid for any hours worked on such shift. This Article will apply notwithstanding any other article in this Agreement.

25.08 When any of the above holidays coincides with an employee's scheduled day off and she does not work on that day, the employee shall be entitled to receive an additional day off with pay.

25.09 **Overtime on a Holiday**
Where an employee is authorized to work overtime on such a shift, she shall be paid at the rate of two (2) times her regular straight time hourly rate.

Regular Part Time and Casual Employees

25.09 A regular part time or casual employee who is required to work on any of the following Hospital holidays will receive pay at the rate of one and one-half (1 ½) the employee's regular straight time hourly rate of pay for work performed on such holiday.

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day (July 1)	Civic Holiday

ARTICLE 26 – VACATION

Full-Time Vacation

26.01 The time of vacation for each employee each year will be mutually arranged between the employees and the Hospital, provided however that if there is a dispute over a respective available vacation date between employees, seniority of an employee shall be the governing factor. In addition, should the parties be unable to mutually agree upon the time, the decision will be that of the Hospital. This clause shall not be applied in an arbitrary or unreasonable manner.

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

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

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

- 26.03 Where an employee's scheduled vacation is interrupted due to a bereavement situation, the employee shall be entitled to substitute Bereavement Leave as per [Article 14.02](#).
- 26.04 **Vacation Cancellation**
The Hospital may cancel the employee's vacation in the case of an emergency or where patient care may be impacted. The cancellation shall not be made in a manner that is arbitrary, discriminatory or in bad faith.
- 26.05 Should an employee terminate with less than two weeks' notice of termination, the vacation pay requirements of the *Employment Standards Act* will apply.
- 26.06 All vacation entitlements are calculated from May 1st through to April 30th.
- 26.07 **Vacation Carry Over**
Vacations shall be cumulative from vacation year to vacation year, with the vacation year being May 1st to April 30th. Notwithstanding the above, the Hospital may grant a special request from an employee to carry over a maximum of five (5) vacation days into the next year. Such requests will not be unreasonably denied.
- 26.08 **Vacation Entitlement**
Employees working for the Hospital in the twelve-month period preceding April 30th shall be entitled to vacation computed on the following basis according to the individual employee's length of continuous service:
- a) Employees who have completed less than one (1) year of continuous service as of April 30th shall be entitled to an annual vacation of one (1) day for each completed month of service to a maximum of ten (10) working days and shall be paid four percent (4%) of their earnings during the vacation year. Vacation pay shall be determined on the basis of the employee's gross earnings during the vacation year calculated as of the pay period immediately preceding April 30th.
 - b) An employee with one (1) year or more of continuous service but less than five (5) years of continuous service as of April 30th of any year shall be entitled to an annual vacation of three (3) weeks with pay at their regular straight time hourly rate.
 - c) An employee with more than five (5) years of continuous service but less than fourteen (14) years of continuous service as of April 30th of any year shall be entitled to an annual vacation of four (4) weeks with pay at their regular straight time hourly rate.
 - d) An employee with more than fourteen (14) years of continuous service but less than twenty-one (21) years of continuous service as of April 30th of any year shall be entitled to an annual vacation of five (5) weeks with pay at their regular straight time hourly rate.

- e) An employee with more than twenty-one (21) years or more of continuous service but less than twenty-eight (28) years of continuous service as of April 30th of any year shall be entitled to an annual vacation of six (6) weeks with pay at their regular straight time hourly rate.
- f) An employee with more than twenty-eight (28) years or more of continuous service as of April 30th of any year shall be entitled to an annual vacation of seven (7) weeks with pay at their regular straight time hourly rate.

26.09 An employee is entitled to vacation credits under [Article 26.08](#) in respect of a pay period or part thereof in which he or she is at work or on leave with pay.

26.10 An employee's vacation pay entitlement shall be proportionately reduced for absences due to unpaid illness (including Workplace Safety and Insurance Board benefits), leaves of absence or other unpaid periods (except leaves for Union business), which absence exceeds thirty (30) cumulative days during the period qualifying the employees for vacation.

26.11 An employee who leaves the employ of the Hospital for any reason, shall be paid the vacation allowance due to them at the time of their termination as provided herein.

26.12 The Hospital will post the vacation planners by January 15th of each year. Full time employees will submit their vacation requests by February 15th. Finalized vacation schedules will be posted on May 1st of each year. Individual days may not be considered until the block booking has been reviewed. The original vacation planners will be re-posted in September of each year.

Part Time Vacation

26.13 All regular part time and casual employees shall be paid vacation pay based on the following formula:

Start of employment	4% of earnings
More than 1,650 hours worked	6% of earnings
More than 8,250 hours worked	8% of earnings
More than 23,100 hours worked	10% of earnings
More than 34,650 hours worked	12% of earnings
More than 46,200 hours worked	14% of earnings

ARTICLE 27 – UNIFORMS AND SAFETY FOOTWEAR

27.01 **Safety Footwear Allowance**

Where the Hospital requires a full time employee to wear safety footwear in compliance with the Occupational Health and Safety Act, such safety footwear shall be paid for by the Hospital.

The safety footwear allowance for full time employees shall be a maximum of one hundred and sixty dollars (\$160.00) every twenty-four (24) months. Any full time employee who is eligible for a safety footwear allowance, and remains eligible therefore, shall be permitted to carry over a maximum of forty dollars (\$40.00) of unused allowance from one two (2) year period to the next. The full time employee will submit the receipt for reimbursement. It shall be the responsibility of the employee to keep such safety footwear in good condition and it is understood that the safety footwear is to be used during the course of the employee's duties at work only. In the event that the safety footwear is damaged during the normal course of the employee's duties to the extent that it is not repairable, then the Hospital shall replace such safety footwear at the Hospitals expense.

The safety footwear allowance for part time employees shall be a maximum of eighty dollars \$80.00 per 1,650 hours worked. The part time employee will submit the receipt for reimbursement. It shall be the responsibility of the employee to keep such safety footwear in good condition and it is understood that the safety footwear is to be used during the course of the employee's duties at work only. In the event that the safety footwear is damaged during the normal course of the employee's duties to the extent that it is not repairable, then the Hospital shall replace such safety footwear at the Hospitals expense.

27.02

Uniform Allowance

Where the Hospital requires a full-time employee to wear uniforms, such uniforms will be of such texture, colour and number as may be designated by the Hospital. The Hospital will pay an annual clothing allowance of ninety dollars (\$90.00) to each such employee, \$45.00 of which is to be paid the first week of January of each year, and \$45.00 of which is to be paid during the first week of July.

Where the Hospital requires a part time employee to wear uniforms, such uniforms will be of such texture, colour and number as may be designated by the Hospital. The Hospital shall either supply and launder the uniforms or provide a uniform allowance of five cents (\$0.05) per hour paid to each employee required to wear a uniform.

27.03

The Hospital agrees to consider replacement of uniforms and footwear damaged during working hours on an individual basis.

ARTICLE 28 – HEALTH AND SAFETY & JOINT OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

28.01

It is a mutual interest of the parties to promote health and safety in workplaces and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The parties agree that health and safety is of the utmost importance and agree to promote health, safety and wellness throughout the organization. The hospital shall provide orientation and training in health and safety to new and current employees, and employees shall attend required health and safety training sessions.

- 28.02 The Union agrees to fully support the hospital in promoting safety rules and practices. Additionally, the Union will encourage its members in the observation of all safety rules and practices.
- 28.03 If incidents involving aggressive client action occur, such action will be recorded and reviewed at the Joint Occupational Health and Safety Committee meetings. The Hospital will promptly take action to address the legitimate health and safety concerns of employees presented.
- 28.04 A worker who is required by the Hospital to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the worker shall participate in such instruction and training. The Hospital shall ensure that the personal protective clothing, equipment or device it provides will be maintained in good condition.
- 28.05 The Union agrees to fully support the Hospital in promoting safety rules and practices. Additionally, the Union will encourage its members in the observation of all safety rules and practices.

28.06 **Work Refusal**

This section does not apply to a worker:

- a) When a circumstance described below is inherent in the workers' work or is a normal condition of the worker's employment; or
- b) When the worker's refusal to work would directly endanger the life, health or safety of another person.

A worker may refuse to work or do particular work where he or she has reason to believe that,

- a) Any equipment, machine, device or thing the worker is to use or operate is likely to endanger himself, herself, or another worker.
- b) The physical condition of the workplace or the part thereof in which he or she works or is to work is likely to endanger himself or herself; or
- c) Any equipment, machine, device or thing he or she is to use or operate or the physical condition of the workplace or the part thereof in which he or she works or is to work is in the contravention of the Occupational Health and Safety Act or the regulations and such contravention is likely to endanger himself, herself or another worker.

28.07 **Joint Occupational Health and Safety Committee**

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

- b) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programmes and recommend actions to be taken to improve conditions related to safety and health.
- c) It is understood that consultation on issues of mutual concern will occur between the Joint Health and Safety Committee and Infection Control.
- d) Hospital agrees to co-operate in providing necessary information to enable the Committee to fulfil its functions.
- e) Meetings shall be held every second month or more frequently at the call of a co-chair, when requested. The Committee shall maintain minutes of all meetings and make the same available for review.
- f) Any representative appointed or selected in accordance with [Article 28.07\(a\)](#) 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 Joint Health and Safety committee in accordance with the foregoing, shall be granted.

A member of a committee is entitled to:

- i) one (1) hour or such longer period of time as the committee determines is necessary to prepare for each committee meeting;
- ii) such time as is necessary to attend meetings of the committee; and
- iii) such time as is necessary to carry out inspections and investigations contemplated under subsection 9(27.), 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 Hospital shall pay the member for those times at the member's regular or premium rate as may be proper.

- g) 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 on the committee 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 14.10](#).
- h) The parties agree that the following items are appropriate for discussion at committee meetings:
 - Proposed changes to diagnostic or medical machines and equipment that will impact the health and safety of employees;
 - The nature, content and duration of health and safety training programs for employees;

- The use of personal protective equipment by employees;

The committee may, in addition to the above, discuss other items relating to the health and safety of employees.

- i) At committee meetings the Hospital shall provide the committee with a summary of all lost-time claims, health care claims, occupational disease claims, reports on accidents and critical or fatal injuries. In addition, all relevant government directives and orders shall be provided to the committee. The committee shall review this information and propose methods of reducing the number of injuries or accidents.
- j) The committee shall participate in all inquiries and investigations pursuant to the Occupational Health and Safety act. The co-chairs* will determine the appropriate member or members who will participate in the investigation. If neither co-chair is available, the most appropriate committee member will be designated to participate in the investigation. In determining the appropriate member or members who will participate in the investigation, the parties recognize the interests of an OPSEU representative being involved in an investigation that involves an OPSEU bargaining unit member.

*NOTE: If there is only one co-chair available, he or she will determine who will participate in the investigation.

28.08

Hepatitis B Vaccine, MMR Booster and Tetanus

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, MMR Booster and Tetanus vaccine. Employees shall be given the option to receive the aforementioned vaccines from the GP or at a Walk-In Clinic, but shall do so at their own expense. The employee must provide the Hospital with documentation of their successful vaccination.

28.09

Influenza Vaccine

The parties agree that influenza vaccinations may be beneficial for patients and employees. Upon a recommendation pertaining to a facility or a specifically designated area(s) thereof from the Medical Officer of Health or in compliance with applicable provincial legislation, the following rules will apply:

- a) Employees shall, subject to the following, be required to be vaccinated for influenza.
- b) If the full cost of such medication is not covered by some other source, the Hospital will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.
- c) The Hospital recognizes that employees have the right to refuse any required vaccination.

- d) If an employee refuses to take the vaccine required under this provision, they may be reassigned, or placed on an unpaid leave of absence during any influenza outbreak in the Hospital until such time as the employee is cleared to return to work. If the employee is placed on unpaid leave, they can use banked lieu time or vacation credits in order to keep their pay whole.
- e) If an employee refuses to take the vaccine because it is medically contraindicated, and where a medical certificate is provided to this effect, they may be reassigned (unless a reassignment is not possible), or be placed on a paid leave of absence. It is agreed that if an employee is the subject of a reassignment it will not adversely impact the scheduled hours of other employees.
- f) Notwithstanding the above, the Hospital may offer the vaccine on a voluntary basis to an employee free of charge.
- g) This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

28.10 An employee who is injured during working hours and who is required to leave for treatment or is sent home as a result of such injury, shall receive payment for the rest of the shift at their regular rate of pay.

Such employee shall be provided with transportation to their doctor's office or Hospital and to their home, when not fit to drive.

28.11 Where possible, each year on April 28 at 11am, the Hospital will observe the memory of workers killed or injured on the job with a one (1) minute of silence.

28.12 **Respirator Compliance**

Both the Union and the Hospital agree that the Hospital has a legal requirement through the *Occupational Health and Safety Act (Reg. 67/93)* to have a one hundred percent (100%) compliance rate for respirator compliance. In order to ensure compliance employees will complete fit testing every two (2) years and will be provided with a certificate of compliance once completed.

28.13 **Protection from Violence at Work**

- i) The hospital shall take reasonable measures to protect employees from violence at work.
- ii) In consultation with the Union, the Hospital shall develop written policies and procedures, to deal with violence at work. Such policies and procedures shall address, but not be limited to, the following:
 - a) Prevention of violence at work;
 - b) Management of potentially violent clients or situations;
 - c) Hazard assessment of potentially violent situations;
 - d) The development of measures to deal with violent situations.

- iii) The Hospital shall not assign a worker to be the sole individual on any unit to work alone in a potentially violent situation, or with a potentially violent client.
- iv) The Hospital will ensure that an adequate number of response teams are adequately equipped and available to safely respond to incidents of violence.
- v) The Hospital shall provide training to all staff that shall include:
 - a) Recognition of potentially violent situations;
 - b) Diffusion of violent situations;
 - c) Self-protection techniques;
 - d) Annual in-service training
- vi) The Hospital shall take every precaution reasonable in the circumstance for the protection of employees under Bill 168, which currently defines workplace violence as:
 - a) “The exercise of physical force by a person against a worker in a workplace that causes or could cause physical injury to a worker.”
 - b) “An attempt to exercise physical force against a worker in a workplace that could cause physical injury to a worker.”
 - c) “A statement or behaviour that is reasonable for a worker to interpret as a threat to exercise physical force against that worker, in a workplace, that could cause physical injury to the worker.”

28.14

Pandemic/Outbreak Planning

In the event there are reasonable indications of the emergency of a pandemic/outbreak, any employee working at more than one (1) health care facility will, upon the request of the Hospital, provide information of such employment to the Hospital. No consequence will flow from such disclosure, other than as strictly necessary to prevent the spread of infection.

ARTICLE 29 – MODIFIED WORK

29.01

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.

29.02

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. Where a return to work plan is to be developed for an employee the Union President or designate will be notified. The specific terms of the program will be signed by the Hospital, employee and the Union.

- 29.03 When it has been medically determined that an employee is unable to return to the full duties of their position due to a disability, the Hospital will notify and meet with representative(s) of the Union to discuss the circumstances surrounding the employee's return to suitable work. The Hospital will notify the Union when the employee has accepted suitable work. The Hospital will commit to review positions within the bargaining unit for suitable work prior to a review of all vacant positions within the Hospital.
- 29.04 The Hospital recognizes its duty to accommodate the work or workplace to the needs of the disabled employee in order to facilitate an early and safe return to work to the employee's pre-injury employment or other suitable work.
- 29.05 The Hospital will notify the Union of employees who qualify to apply for WSIB and Long Term Disability (LTD). The Hospital agrees to provide the employee with a copy of the Workplace and Safety Insurance Board form 7, at the same time it is sent to the board.

ARTICLE 30 – EMPLOYEE FILE

- 30.01 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. Leave of absences in excess of thirty (30) days will not count towards the eighteen (18) month period.
- 30.02 Each employee shall have reasonable access to their file for the purposes of reviewing any evaluations, or formal disciplinary notations contained therein. Such review shall take place in the presence of the Hospital's Human Resources Department. A copy of the above documents will be provided to the employee on request.
- 30.03 A copy of any completed evaluation, which is to be placed in an employee's file, shall be first reviewed with the employee. The employee shall initial such evaluation having been read and shall have the opportunity to add their views to such evaluation prior to it being placed in their file. It is understood that such evaluations do not constitute disciplinary action by the Hospital against the employee.

ARTICLE 31 – CONTRACTING OUT & WORK OF THE BARGAINING UNIT

- 31.01 The Hospital shall not contract out any work usually performed by members of the bargaining unit, if as a result of such contracting out, a layoff of any employees other than casual employees results from such contracting out.
- 31.02 The Hospital may contract out work usually performed by members of the bargaining unit without such contracting out constituting a breach of this provision if the Hospital provides in its commercial arrangement, contracting out the work that the contractor to whom the work is being contracted, and any subsequent such contractor agrees:
- a) To employ the employees thus displaced from the Hospital; and

- b) In doing so to stand, with respect to that work, in the place of the Hospital for the purposes of the Hospitals Collective Agreement with the Union, and to execute into an agreement with the Union to that effect.

In order to ensure compliance with this provision, the Hospital agrees that it will withdraw the work from any contractor who has failed to meet the aforesaid terms of the contracting out arrangement.

31.03 **Work of the Bargaining Unit**

Employees not covered by the terms of this Agreement will not perform duties normally assigned those employees who are covered by this Agreement, except for the purposes of instruction, experimentation or in emergencies where regular employees are not available.

ARTICLE 32 – GENERAL

32.01 **Printing of Collective Agreement**

The parties shall share equally the cost of printing the Collective Agreement, and distribute sufficient copies to the employees.

32.02 **Bulletin Boards**

The Hospital agrees to provide one (1) suitable bulletin board for the bargaining unit.

32.03 **Information to Local Union**

The Hospital agrees to provide the following information to assist the Local Union in representing the members of the bargaining unit as part of the monthly dues remittance report:

The Local Union shall be advised each month of all hires, changes in classification, leaves (including maternity leave, Long Term Disability and leaves of absence), transfers between departments, terminations, addresses for new hires and changes of address.

The Local Union shall receive annually a list containing the names of all employees, their salary rates and corresponding job classification.

32.04 **Parking**

The Hospital will reimburse any employee for parking charges incurred to park while on approved hospital's business away from the workplace.

ARTICLE 33 – SKILLED TRADES

33.01 Skilled Trades for the purpose of this Agreement shall be the following classifications:

Electrician
Plumber
Industrial Mechanic/Millwright
Industrial Mechanic/Millwright/HVAC

Refrigeration and Air Conditioning Mechanic
3rd Class Stationary Engineer
Carpenter
Cook

- 33.02 The term “Skilled Trades Person” shall mean only those persons whom:
- a) Who have completed a bona fide apprenticeship as designated by the Ministry of Education and Training and who hold a current Certificate of Qualification, or
 - b) Who have completed the appropriate course of study, examinations, and required “in plant” hours to be awarded a 3rd Class Stationary Engineers License by the Technical Standards and Safety Authority, or
 - c) Who hold a current Ministry of Education and Training Certificate of Qualification for a Cook.
- 33.03 Should the Hospital choose to implement an apprenticeship program it will meet with the Union to discuss this matter prior to entering into any agreement with the Ministry.
- 33.04 A skilled trade must hold the appropriate membership with the Ontario College of Trades in accordance with the *Ontario College of Trades and Apprenticeship Act, 2009 and Ontario Regulation 321/12.*
- A skilled trade is required to show proof of the appropriate College of Trades membership and must present their membership renewal to the Hospital prior to their renewal date each calendar year.
- A skilled trade who is employed by the Hospital and is without a current College of Trades membership after their renewal date of each calendar year shall be placed on non-disciplinary suspension until the production/confirmation of current membership. Upon presentation of such evidence, the employee will be reinstated. Failure to do so within ninety (90) days of being placed on non-disciplinary suspension will result in termination, as the employee is no longer qualified. Such termination shall not be the subject of a grievance or arbitration.

ARTICLE 34 – REGISTERED PRACTICAL NURSES FULL TIME AND PART TIME

- 34.01 **RPN Professional Responsibility**
The parties agree that patient care is enhanced if concerns relating to workloads arising from patient acuity and volumes are resolved in a timely manner using a problem solving approach.
- Communication between the parties shall be:
- Professional;
 - Courteous;
 - Collegial;

- Respectful &
- Focused on resolving the issue, not on the individual.

In the event that the Hospital assigns a number of patients or a workload to an individual nurse or group of nurses such that they have reasonable grounds that they are being asked to perform more work than is consistent with proper patient care, they shall:

- At the time the workload issue occurs, discuss the issue within the unit/program to resolve the concern using current resources.
- If necessary, using established lines of communication, seek immediate assistance from an individual(s) identified by the Hospital (who could be within the bargaining unit) who has responsibility for timely resolution of workload issues.
- Failing resolution of the workload issue at the time of occurrence, the nurse(s) will complete a workload review form and discuss the issue with their Manager or designate on the next day that the Manager (or designate) and the nurse are both working or within five (5) calendar days, whichever is sooner. The manager will provide a written response to the complainant(s), with a copy to the RPN Steward and Union Representative.

34.02

RPN Professional Development

Continuous professional development is a hallmark of professional nursing practice and as a self-regulating profession nurses are required to maintain competency. The parties jointly recognize the importance of maintaining a dynamic practice environment which may include ongoing learning, career development, career counselling and succession planning. The parties agree that professional development includes a diverse range of activities, including but not limited to formal academic programs; short-term continuing education activities; certification programs; independent learning committee participation. The parties recognize their joint responsibility in and commitment to active participation in the area of professional development.

The Hospital will work jointly with RPNs to:

- Promote professional development
- Promote access to professional development opportunities for RPNs
- Acknowledge that responsibilities for professional development are shared between the individual and the Hospital
- Review and make recommendations regarding professional development initiatives, including but not limited to mentorship and internship
- Review and make recommendations regarding the existing nursing continuing education programs; and on the use of technology to enhance access

34.03

RPN Registration Renewal

A nurse is required to renew her or his registration by December 31 of each year. Such time will be extended for reasons where the College of Nurses of Ontario permits the nurse's Certificate of Registration to remain in effect. If the nurse's Certificate of Registration is suspended by the College of Nurses of Ontario for

nonpayment of the annual fee, the nurse will be placed on non-disciplinary suspension without pay. If the nurse presents evidence that her or his Certificate of Registration has been reinstated, she or he shall be reinstated to her or his position effective upon presenting such evidence. Failure to provide evidence within 90 calendar days of the nurse being placed on non-disciplinary suspension by the Hospital will result in the nurse being deemed to be no longer qualified and the nurse shall be terminated from the employ of the Hospital. Such termination shall not be the subject of a grievance or arbitration.

34.04

RPN Examination Leave

A full-time or regular part-time RPN shall be entitled to leave of absence without loss of earnings from her or his regularly scheduled working hours for the purpose of taking examinations required by an accredited course that has been approved in advance by the Hospital in which RPNs are enrolled to enhance their nursing qualifications.

For greater clarity, the period of the leave shall include the night shift prior to and any scheduled shifts commencing on the day of the examination as long as payment under this clause does not result in payment for more than one regularly scheduled shift.

34.05

Education Leave

The parties acknowledge that the responsibility for professional development is shared between the RPN and the Hospital. In this regard the local parties will endeavour to provide flexible work schedules to accommodate the RPN's time off requirements.

- a) Leaves of absence, without pay, for the purposes of furthering professional nursing career development may be granted, subject to the operations of the hospital, on written application by the RPN to the Chief Nursing Officer, Supervisor or designate. Requests for such leave shall be done in accordance with local policies dealing with discretionary leave (where applicable) and will not be unreasonably denied.
- b) Professional leave with pay will be granted to full-time and regular part-time RPNs who are elected to the College of Nurses to attend regularly scheduled meetings of the College of Nurses, provided that this leave has been approved in advance of the schedule being posted.
- c) When a nurse is on duty and authorized by their manager to attend any in-service program within the hospital during her or his regularly scheduled work hours the nurse shall suffer no loss of pay.

On written application to and with approval by the manager, RPNs may be paid up to a 7.5-hour day and/or have tuition paid for the purpose of attending short courses, workshops or seminars to further professional nursing career development.

34.06

Whistle Blowing Protection

Provided an RPN has followed reasonable policies or procedures issued by the Hospital concerned to protect the Hospital's entitlement to investigate and

address any allegation of wrongdoing, RPNs will not be subject to discipline or reprisal for the reasonable exercise of their professional obligations, including those related to patient advocacy.

34.07

Ambulance Escort

Where a nurse is assigned to provide patient care for a patient in transit, the following provisions shall apply:

- a) Hours spent between the time the nurse is relieved of patient care responsibilities and the time the nurse returns to the hospital or to such other location agreed upon between the Hospital and the nurse will be paid at straight time or at appropriate overtime rates, if applicable under [Article 20](#). It is understood that the nurse shall return to the hospital or to such other location agreed upon between the Hospital and the nurse at the earliest opportunity. Prior to the nurse's departure on escort duty, or at such other time as may be mutually agreed upon between the Hospital and the nurse, the Hospital will establish with the nurse arrangements for return travel.
- b) The nurse shall be reimbursed for reasonable out of pocket expenses including room, board and return transportation and consideration will be given to any special circumstances not dealt with under the foregoing provisions.

34.08

RPN Mentorship/Preceptorship

RPNs may, from time to time, be assigned a formal mentorship/preceptorship role for a designated nurse.

The Hospital will provide on a regular basis, as required by the Hospital based on need, all RPNs with an opportunity to indicate their interest in assuming a mentorship/preceptorship role, through a mechanism determined by the local parties. The Hospital selects and assigns the mentor or preceptor for a given relationship. At the request of any unsuccessful applicant, the Hospital will discuss with him or her any ways in which he or she may be successful for future opportunities.

Orientation to the organization or general functioning of the unit does not constitute mentorship/preceptorship.

The Hospital will pay the RPN for the assigned additional mentor or preceptor responsibility a premium of 50 cents per hour, in addition to his or her regular salary and applicable premium allowance.

34.09

Mentorship is a formal supportive relationship between two (2) nurses, which results in the professional growth and development of an individual practitioner to maximize her or his clinical practice. The relationship is time limited and focused on goal achievement.

After consultation with the nurse being mentored and the mentor, the Hospital will identify the experiences required to meet her or his learning needs, will determine the duration of the mentorship assignment and expectations of the

mentor, and appropriate training. During the consultation process, the Hospital will review the mentor's workload with the mentor and the nurse being mentored to facilitate successful completion of the mentoring assignment.

- 34.10 **Preceptorship** is a formal supportive relationship between a nurse and a nursing student in order to further enhance the student's professional experience in a clinical setting.

ARTICLE 35 – COMPENSATION

- 35.01 When a new classification (which is covered by the terms of this Collective agreement) is established by the Hospital, the Hospital shall determine the rate of pay for such new classification and notify the Local Union of the same. If the local Union challenges the rate, it shall have the right to request a meeting with the Hospital to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Hospital of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Hospital. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

- 35.02 When the Hospital makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Hospital agrees to meet with the union, if requested, to permit the Union to make representations with respect to the appropriate rate of pay.

If the matter is not resolved following the meeting with the Union, the matter may be referred to Arbitration as provided in the agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirement of such classifications.

- 35.03 **Part Time Wage Progression**
Part time employees shall accumulate service for the purpose of progression on the wage grid, on the basis of one year for each one thousand six hundred and fifty hours (1650 hours).

- 35.04 **Charge Hand**
Where the Hospital assigns an employee to carry out the responsibilities of a Charge Hand, that employee shall receive for each hour so assigned seventy cents (\$0.70) per hour in addition to the regular straight time hourly rate for their classification as set out in [Schedule "A"](#) of the Collective Agreement.

- 35.05 **Responsibility Pay/Temporary Transfer**
Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position within the bargaining unit, that

employee shall be paid the starting rate in the higher salary range immediately above the employee's current rate for all hours worked in the higher paying position, provided it's higher. In the event that rate is not higher than the employee's current rate, they will be placed at the next step of the salary range on the higher range.

ARTICLE 36 – PRE-PAID LEAVE

36.01 Pre-Paid Leave

- a) Purpose
The Pre-Paid Leave Plan is a plan developed to afford employees the opportunity to take a one (1) year leave of absence, funded solely by the employee through the deferral of salary over a defined period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801 (as may be amended from time to time).
- b) Application
Eligible employees must make written application to the Department Head, with a copy to Human Resources 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 14.18](#) and from any one department shall be one (1) employee in departments where there are between one (1) and twenty (20) bargaining unit members, two (2) employees in departments where there are between twenty-one (21) and forty (40) employees, and three (3) employees in departments where there are forty-one (41) or over bargaining unit members. Departments shall be defined by the Hospital. Where there are more applications than spaces allotted, seniority shall govern subject to 14.11 (c) 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:
- (i) A statement that the employee is entering the plan in accordance with [Article 36.01 b\)](#) of the Collective Agreement.
 - (ii) The period of salary deferral and the period for which the leave is requested.

(iii) 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 [REDACTED] 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 36.01 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 37 – MODEL AGREEMENT With Respect to Extended Tour Arrangements

37.01 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 with respect to tours beyond the normal or standard work day. The model agreement with respect to extended tour arrangements is set out below:

MODEL AGREEMENT WITH RESPECT TO EXTENDED TOUR ARRANGEMENTS MEMORANDUM OF AGREEMENT

*Between: **St. Thomas Elgin General Hospital** (“The Hospital”) -*

And: The Ontario Public Service Employees Union

Service Employees Bargaining Unit

(and it’s Local 159)

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 *Employees will be scheduled a minimum of twelve (12) hours off between regularly scheduled shifts unless otherwise mutually agreed to by the Hospital and the Employee in accordance with Article _____ of the Collective Agreement.*

Where the 12-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 authorized time worked in excess of the normal or standard extended work day, as set out in Article 2.1 of the Model Agreement or in accordance with ARTICLE _____ of the Collective Agreement*

Article 4 - Rest Periods

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

Article 5 - Meal Periods

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

Article 6 - Sick Leave and Long-Term Disability

ARTICLE 38 – DURATION AND RENEWAL

38.01 The terms and conditions of this Collective Agreement shall be a term from February 24, 2014 until March 31, 2017, and thereafter from year to year, unless either party gives notice of their intent to amend this Agreement.

Notice of intent to amend this Agreement, shall be given by either party to the other in writing within a period of ninety (90) days prior to the expiry date, and the parties shall commence negotiations within sixty (60) days of receipt of the notice.

Signed at _____, Ontario this _____ day of _____, 2017.

For St. Thomas Elgin General Hospital:

For OPSEU:

SCHEDULE "A" - WAGE RATES

BAND	ROLE		MIN	6 MONTHS	12 MONTHS	18 MONTHS
19	OR Technician	Previous rate	27.71	27.84	27.93	28.03
		24-Feb-14	28.10	28.23	28.32	28.42
		1-Apr-15	28.30	28.43	28.52	28.62
	Registered Practical Nurse	1-Apr-16	28.50	28.63	28.72	28.82
		1-Oct-16	28.70	28.83	28.92	29.02
18	Industrial Mechanic/Millwright Industrial Mechanic/Millwright/ HVAC Electrician Plumber	Previous rate	27.15	27.46		
		24-Feb-14	27.53	27.84		
		1-Apr-15	27.72	28.03		
		1-Apr-16	27.91	28.23		
17	Engineer - 3rd Class	Previous rate	26.91	27.24		
		24-Feb-14	27.29	27.62		
		1-Apr-15	27.48	27.81		
		1-Apr-16	27.67	28.00		
16	Carpenter Telecommunications	Previous rate	26.61	26.93		
		24-Feb-14	26.98	27.31		
		1-Apr-15	27.17	27.50		
		1-Apr-16	27.36	27.69		
15	Registered Pharmacy Technician	Previous rate	22.79	23.007	23.204	
		24-Feb-14	24.52	25.47	26.39	27.33
		1-Apr-15	24.69	25.65	26.58	27.52
		1-Apr-16	25.71	26.71	27.68	28.66
14	Certified Physio/OT Assistant <i>(Previous rate if for Physio/OT Assistant)</i>	Previous rate	21.35	21.463	21.559	21.683
		24-Feb-14	23.11	23.24	23.33	23.53
		1-Apr-15	23.27	23.40	23.49	23.69
		1-Apr-16	23.43	23.56	23.65	23.86
		1-Oct-16	23.90	24.03	24.12	24.34
13	Maintenance Person Painter	Previous rate	22.79	23.007	23.204	
		24-Feb-14	23.11	23.33	23.53	
		1-Apr-15	23.27	23.49	23.69	
		1-Apr-16	23.43	23.65	23.86	
12	Pharmacy Assistant Recreation Therapist Assistant	Previous rate	22.79	23.007	23.204	
		24-Feb-14	23.11	23.33	23.53	
		1-Apr-15	23.27	23.49	23.69	
		1-Apr-16	23.43	23.66	23.86	

BAND	ROLE		MIN	6 MONTHS	12 MONTHS	18 MONTHS
11	Attendant	Previous rate	22.16	22.741	22.96	23.193
		24-Feb-14	22.47	23.06	23.28	23.52
		1-Apr-15	22.63	23.22	23.44	23.68
		1-Apr-16	22.79	23.38	23.61	23.85
10	Groundsperson	Previous rate	22.18	22.308	22.439	
		24-Feb-14	22.49	22.62	22.75	
		1-Apr-15	22.64	22.78	22.91	
		1-Apr-16	22.80	22.94	23.07	
9	Maintenance Helper / Mover	Previous rate	20.80	20.904	21.005	
		24-Feb-14	21.09	21.20	21.30	
		1-Apr-15	21.24	21.35	21.45	
		1-Apr-16	21.39	21.50	21.60	
8	Orthopedic Technician - Registered	Previous rate	21.47	21.57	21.691	21.780
		24-Feb-14	21.77	21.87	21.99	22.08
		1-Apr-15	21.92	22.03	22.15	22.24
		1-Apr-16	22.07	22.18	22.30	22.40
7	MDRD Assistant Personal Support Worker Physio/OT assistant (Non-Certified)	Previous rate	21.36	21.463	21.576	21.683
		24-Feb-14	21.66	21.76	21.88	21.99
		1-Apr-15	21.81	21.92	22.03	22.14
		1-Apr-16	21.96	22.07	22.19	22.30
6	Cook - Certified	Previous rate	21.275	21.378	21.485	
		24-Feb-14	21.57	21.68	21.79	
		1-Apr-15	21.72	21.83	21.94	
		1-Apr-16	21.88	21.98	22.09	
5	Orthopedic Technician - Non-Registered	Previous rate	21.030	21.130	21.253	21.351
		24-Feb-14	21.32	21.43	21.55	21.65
		1-Apr-15	21.47	21.58	21.70	21.80
		1-Apr-16	21.62	21.73	21.85	21.95
4	Orderly	Previous rate	21.010	21.114	21.236	21.334
		24-Feb-14	21.30	21.41	21.53	21.63
		1-Apr-15	21.45	21.56	21.68	21.78
		1-Apr-16	21.60	21.71	21.84	21.94
3	Materials Distribution Assistant Truck Driver	Previous rate	21.048	21.173	21.275	
		24-Feb-14	21.34	21.47	21.57	
		1-Apr-15	21.49	21.62	21.72	
		1-Apr-16	21.64	21.77	21.88	

BAND	ROLE		MIN	6 MONTHS	12 MONTHS	18 MONTHS
2	Cleaner Dietary Aide	Previous rate	20.146	20.248	21.350	
		24-Feb-14	20.43	20.53	20.63	
		1-Apr-15	20.57	20.68	20.78	
		1-Apr-16	20.72	20.82	20.92	
1	Transfill Person	Previous rate	17.252	17.449	17.516	
		24-Feb-14	17.49	17.69	17.76	
		1-Apr-15	17.62	17.82	17.89	
		1-Apr-16	17.74	17.94	18.01	

All employees are to be placed on the step on the grid that corresponds to their years of service. If any employee is already earning a higher rate than would apply according to the grid, such employee will be red-circled.

- i) For clarity, there is a general wage increase for all employees as follows: 2015 - 1.4%; 2015 – 0.7%; and 2016 – 0.7%. In addition, there are special adjustments for the following classifications: those in Band 19, Registered Pharmacy Technician, and Certified Physio/OT.

ii) Lump Sums

A lump sum payment is payable to all employees on staff as of March 31, 2015 on the basis of 0.7% of their straight time hourly rate per hour for the period of February 24, 2014 to March 31, 2015.

A lump sum payment is payable to all employees on staff as of March 31, 2016 on the basis of 0.7% of their straight time hourly rate per hour for the period of April 1, 2015 to March 31, 2016.

A lump sum payment is payable to all employees on staff as of March 31, 2017 on the basis of 0.7% of their straight time hourly rate per hour for the period of April 1, 2016 to March 31, 2017.

The lump sum payments are not to be taken into account for the calculation of any other entitlement under the terms of the collective agreement (including, but not limited to, pension, percentage in lieu, vacation, SUB, etc.). The payments are subject to statutory deductions and will be paid on a separate cheque/deposit. Payments are to be made within three (3) full pay periods of the effective date of this collective agreement.

The premium portion of overtime/premium pay hours does not count towards the calculation of paid hours. For example, one-hour premium pay is equal to one hour paid for the purposes of calculation.

Employees on pregnancy and/or parental leave and/or disability will be credited for hours worked in an amount equal to their accumulation of seniority during such leave.

iii) Retroactivity

Current employees and former employees employed during the term of this collective agreement will be paid retroactivity within four (4) full pay periods from the date of this Award on the basis of hours paid.

Retroactivity shall be paid on wage increases, including any payments based on the wage rate (for example, the percentage in lieu of benefits, vacation pay, and SUB).

The Hospital will contact former employees at their last known address on record with the hospital, within four (4) full pay periods from the date of this Award, to advise them of their entitlement to retroactivity.

Former employees will have a period of four (4) full pay periods from the date of the notice to claim such retroactivity and, if they fail to make a claim within the four (4) full pay periods, their claim will be deemed to be abandoned.

LETTER OF UNDERSTANDING

Between:

St. Thomas Elgin General Hospital

And:

Ontario Public Service Employees Unit - Service Bargaining Unit

Re: Part Time Scheduling Language

In accordance with the previous Letter of Understanding pertaining to the creation of a part time scheduling committee dated February 12, 2016. The Parties agree to the part-time scheduling language as outlined below. The Parties also agree to trial the language below in addition to the language in the Collective Agreement until a new Collective Agreement is negotiated in 2017 at which time this language will be reviewed, edited (if necessary) and incorporated into the Collective Agreement.

Part Time and Casual Employees Only

- 18.22 The hours of work for regular part time and casual employees shall be as scheduled by the Hospital but the Hospital does not guarantee any hours of work, in any week, for any part time or casual employee.
- 18.26 Regular Part time employees will be expected to be available for the following:
- a) Minimum of four (4) shifts per each two (2) week pay period of the posted schedule;
 - b) Available to work all three tours (days, evening, nights) applicable to the department/unit;
 - c) Twelve (12) months per year, less two (2) weeks' unpaid vacation entitlement;
 - d) To work two weekends (2) in three (3);
 - e) To work alternating Christmas periods (includes Christmas Day and Boxing Day or New Years' Day).
- 18.27 **Prior to the Posting of the Schedule**
Available shifts prior to the posting of the schedule will be distributed to regular part time employees within the classification in the unit/department equitably, by seniority through rotation, based on the employee's submitted non-availability, up to full time hours.
- 18.28 **After the Posting of the Schedule**
- (a) After the schedule has been posted, additional shifts that become available greater than two (2) weeks from the date of the request/need, will be assigned by seniority through rotation, to regular part time employees, followed by job share employees and then casual part time employees within the classification in the unit/department, based on their submitted non-availability. The employee

will be notified by phone and Hospital email. Once a shift is assigned, it becomes the responsibility of the employee to which it was assigned.

- (b) A shift that becomes available less than two (2) weeks from the commencement of the shift will be offered to regular part time employees within the classification in the unit/department, followed by job share employees within the classification in the department/unit, then casual employees within the classification in the unit/department by seniority on a rotational basis. Should the shift continue to remain unfilled, the shift will be then offered to secondary pool/alternate employees who have indicated they are available for additional shifts.

18.32 New employees hired between seniority list postings, will be placed at the bottom of the call-in list.

18.33 Regular Part time employees can hold one (1) alternate classification and will only be called for shifts after those employees in the primary classification have been considered. It is agreed that alternate positions will be posted and the selection based on the criteria set out in accordance with Article 13.

18.35 Once a regular part time or casual employee has commenced working a scheduled shift and such shift is cancelled before completion, the affected employee may, if they choose, displace the least senior employee within their classification in their department/unit if they can perform the duties, unless a volunteer in the department/unit comes forward.

SIGNED NOVEMBER 28, 2016 in LONDON, ON

FOR THE HOSPITAL

Shannon Caven
[Signature]
Jodi Edwards
Nancy Ferguson
Jodi Post

FOR THE UNION

[Signature]
[Signature]
[Signature]
[Signature]

LETTER OF UNDERSTANDING

between

ST. THOMAS ELGIN GENERAL HOSPITAL

and

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION, LOCAL 159
SERVICE EMPLOYEES BARGAINING UNIT**

Re: Standby Scheduling – Operating Room

Scheduled standby assignments will be distributed equitably amongst the nurses in a department utilizing standby, with the option to exchange.

Standby assignments shall be posted at the same time as the tours of duty schedules. Nurses shall be permitted to exchange their standby assignments provided it does not compromise their hours of work for the next day's shifts and no overtime is occurred as a result.

A full time employee will not be scheduled weekend call more than 1 in 4. The Hospital will endeavour to assign it with a Saturday shift if applicable.

Part time nurses will not be scheduled for standby except on days where they are already scheduled to work unless mutually agreed between the employee and the Hospital. A copy of such agreement will be copied to the Bargaining Unit President.

Nurses scheduled for standby shall be provided with beepers if requested by the employee.

The Hospital will make available the equivalent of one (1) private Hospital room for nurses scheduled for standby with a lock and a telephone.

The Hospital shall schedule such that no nurse shall be required to undertake standby for longer than sixteen (16) consecutive hours during the week. An employee working the Saturday day shift shall be scheduled standby for the remainder of the weekend including any statutory holiday that falls on a Monday.

An employee who is called in shall be paid a minimum of four (4) hours pay at one and one half (1½) times their regular rate and will be permitted leave with pay for the part of his/her next shift to allow a minimum of eight (8) hours between the end of the overtime assignment and the commencement of work on the regularly scheduled shift.

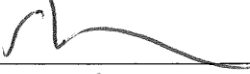
Should the employee not wish to work any remaining hours in the shift referred to in paragraph above, she can request time off without pay, or she may choose to use lieu time for those remaining hours if mutually agreed.


An employee who is required to travel to the site or return to his or her home, as a result of being called, shall receive paid transportation which shall be paid by the Hospital. Taxi fare is to be paid upon submission of receipt, or standard mileage as defined by the hospital.


No call will be assigned after the posted schedule unless mutually agreed upon between the employee and the Hospital.

Dated February 12, 2016 in LONDON, ON


FOR THE UNION:










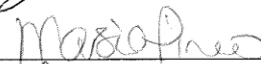
FOR THE HOSPITAL:

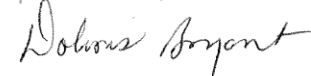












LETTER OF UNDERSTANDING

between

ST. THOMAS ELGIN GENERAL HOSPITAL

and

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION, LOCAL 159
SERVICE EMPLOYEES BARGAINING UNIT**

Re: RPN Transfers

Transfers out of the unit during a scheduled shift will first be offered on a voluntary basis and then on a rotational basis between full-time and part-time. A record of transfers will be maintained on each unit by the employees.

Originally dated at London the 7th day of March 2008

Signed at _____, Ontario this _____ day of _____, 2017.

For the Union:

For the Hospital:

LETTER OF UNDERSTANDING

between

ST. THOMAS ELGIN GENERAL HOSPITAL

and

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION, LOCAL 159
SERVICE EMPLOYEES BARGAINING UNIT**

Re: Maintenance Extended Shifts

1. The parties agree that effective January 1999 and subject to the necessary approvals being obtained pursuant to the *Employment Standards Act* of Ontario, extended shifts will be introduced for the following classifications: Electrician, Plumber, Painter, Carpenter, **Industrial Mechanic Millwright, Industrial Mechanic Millwright/HVAC**, Maintenance Person, Data/Communications, Groundsperson and Engineer in the Engineering Services Department.
2. This will be for a trial period of six (6) months, provided that eighty percent (80%) of the full-time employees in each classification vote in favour of implementing extended shifts by a secret ballot vote. The vote will take place prior to the implementation of the trial period. It will be decided at the end of the six months to continue on with the extended shifts. If decided to continue the terms and conditions of this agreement will remain in effect.
3. The purpose of the understanding is twofold. The first is to deal with issues that are not addressed in the collective agreement as a result of extended shifts. It is not the intention to have a better arrangement than what is in the collective agreement. The second is to submit the document to the Ministry of Labour for approval under the *Employment Standards Act* of Ontario.
4. The extended shifts will consist of ten (10) hours of paid work time and 1/2-hour unpaid meal break. Paid break periods will total 40 minutes for a ten-hour shift; twenty (20) minutes in the first half of the shift and 20 minutes in the second half of the shift.
5. Their schedule will consist of working three (3) extended tours and one (1) regular tour per week. It is understood that the schedule may need to change to meet the hospital expectations. Changes to work schedule will not result in overtime unless it is over 37.5 hours in the week.
6. **OVERTIME CONDITIONS**
Any hours worked in excess of ten (10) hours per day or in excess of an average of thirty-seven and one half (37¹/₂) per week over the scheduling period, and authorized by a Department Head as an emergency, will be counted as overtime worked and will be paid at the rate of time and one half their regular straight time hourly rate of pay.
7. **HOLIDAY PAY**

For greater clarification, the twelve (12) paid holidays remain unchanged and they are 7.5 hours only. The employees in these classifications are required to take the holiday on the day of the holiday. Therefore, their pay would also be less.

8. The extended shifts may be discontinued when:
- a) Fifty percent (50%) or more of the full-time employees within the classification as stated above so indicate by secret ballot; or
 - b) The Union or Hospital notifies each other of its intention to discontinue extended shifts.
 - c) In either (a) or (b) above, the extended shifts will not be discontinued until one (1) month after the vote of notification, as the case may be, has occurred.

Originally DATED at St. Thomas on the 29th day of October 1998.
DATED at London on the 11th day of April 2002.
DATED at London on the 30th day of May 2005.
DATED at London on the 8th day of April, 2011

Signed at _____, Ontario this _____ day of _____, 2017.

For the Union:

For the Hospital:

LETTER OF UNDERSTANDING

between

ST. THOMAS ELGIN GENERAL HOSPITAL

and

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION, LOCAL 159
SERVICE EMPLOYEES BARGAINING UNIT**

Re: Medical Device Reprocessing Department (MDRD) Extended Shifts

1. The purpose of the understanding is twofold. The first is to deal with issues that are not addressed in the collective agreement as a result of extended shifts. It is not the intention to have a better arrangement than what is in the collective agreement. The second is to submit the document to the Ministry of Labour for approval under the *Employment Standards Act* of Ontario.
2. The extended shifts will consist of ten (10) hours of paid work time and 1/2-hour unpaid meal break. Paid break periods will total 40 minutes for a ten-hour shift; twenty (20) minutes in the first half of the shift and 20 minutes in the second half of the shift.
3. Their schedule will consist of working extended tours and regular tours per week. It is understood that the schedule may need to change to meet the hospital expectations. Changes to work schedule will not result in overtime unless it is over 37.5 hours in the week.
4. **OVERTIME CONDITIONS**
Any hours worked in excess of ten (10) hours per day or in excess of an average of thirty-seven and one half (37¹/₂) per week over the scheduling period, and authorized by a Manager/Designate as an emergency, will be counted as overtime worked and will be paid at the rate of time and one half their regular straight time hourly rate of pay.
5. **HOLIDAY PAY**
For greater clarification, the twelve (12) paid holidays remain unchanged and they are 7.5 hours only. The employees in these classifications are required to take the holiday on the day of the holiday. Therefore, their pay would also be less.
6. The extended shifts may be discontinued when:
 - a) Fifty percent (50%) or more of the full-time employees within the classification as stated above so indicate by secret ballot; or
 - b) The Union or Hospital notifies each other of its intention to discontinue extended shifts.
 - c) In either (a) or (b) above, the extended shifts will not be discontinued until one (1) month after the vote of notification, as the case may be, has occurred.

Originally signed April 14, 2011

Signed at _____, Ontario this _____ day of _____, 2017.

For the Union:

For the Hospital:
