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EFF.	96	04	01
TERM.	99	03	31
No. OF EMPLOYEES	10		
NOMBRE D'EMPLOYES	DH		

COLLECTIVE AGREEMENT

BETWEEN

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND ITS LOCAL 646**

TEMISKAMING HOSPITAL

PARAMEDICAL

FULL TIME

EFFECTIVE APRIL 1, 1996 TO MARCH 31, 1999

RATIFIED JUNE 10, 1997

11826(02)

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ARTICLE 1 - PURPOSE

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

Central

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

ARTICLE 2 - SCOPE AND RECOGNITION

- 2.01 The Employer recognizes the ~~Union~~ as the exclusive bargaining agent for all paramedical employees of the Employer at New Liskeard, Ontario save ~~and~~ except ~~Technical~~ Director - Laboratory Services, Technical Director - Radiology Services, Director of ~~Medical~~ Records, Director of Dietetics, Director of Pharmacy, Director of Physiotherapy and persons above such ranks, persons regularly employed for not more than twenty-four (24) hours per week, students employed during the school vacation ~~period~~ and ~~persons~~ covered by subsisting Collective Agreements.

Local

For the purpose of clarity, the parties ~~agree~~ that the term "paramedical" includes occupation# therapists, speech therapists, ~~speech~~ pathologists, physiotherapists, therapeutic and administrative dietitians, registered and non-registered medical laboratory technologists, radiological technologists (radiography), radiological technologists (nuclear medicine), registered ~~and~~ non-registered ~~respiratory~~ technologists, registered ~~and~~ non-registered ~~EEG, ECG~~ and ophthalmology ~~technicians~~, registered and non-registered ultrasound technologists, ~~glaucoma~~ technicians, ~~ear-nose~~ and throat technicians, cardiovascular technicians, electro-encephalographists, electrical shock therapists, laboratory technicians, electronic technicians, psychometrists, pharmacists, psychologists, remedial ~~gymnasts~~, ~~medical~~ record librarians, ~~social workers~~ and child care workers.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union acknowledges that it is the exclusive ~~function~~ of the Employer to:

Local

- (a) ~~maintain~~ order, discipline ~~and~~ efficiency;
- (b) hire, discharge for just cause, direct, ~~classify~~, transfer, promote, demote, lay-off and suspend or otherwise discipline employees, provided that a claim of classification, promotion, demotion or ~~transfer~~ made contrary to the terms of ~~this~~ Agreement or a claim that ~~an~~ employee has ~~been~~ unjustly discharged, suspended

or disciplined may be the subject of a grievance and dealt with in accordance with the Grievance Procedure;

- (c) to establish and enforce the rules and regulations to be observed by the employees, provided that they are not inconsistent with the provisions of this Agreement, and
- (d) generally to manage and operate the Hospital in all respects in accordance with its obligations and without restricting the generality of the foregoing, to determine the kinds and locations of machines, equipment to be used, and allocation and number of employees required from time to time, the standards of performance for all employees and all matters concerning the Hospital's operations not otherwise specifically dealt with elsewhere in this Agreement.

ARTICLE 4 - DEFINITIONS

- Local*
- 4.01 The word "employee" or "employees" wherever used in this agreement shall mean only the employees in the bargaining unit defined above unless the context otherwise provides.
 - 4.02 "Immediate Supervisor", when used in this agreement, shall mean the first supervisory level excluded from the bargaining unit.
 - 4.03 A regular employee is an employee who has completed her probationary period.

ARTICLE 5 - NO DISCRIMINATION OR HARASSMENT

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

ARTICLE 6 - NO STRIKE/NO LOCKOUT

- Central*
- 6.01 The Union agrees there shall be no strikes and the Hospital agrees there shall be no lockouts so long as this Agreement continues to operate. The terms "strike" and

“lockout” shall bear the meaning given them in the Ontario Labour Relations Act.

ARTICLE 7 - UNION SECURITY

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

Central

ARTICLE 8 - REPRESENTATION AND COMMITTEES

8.01 Union Stewards

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

Union stewards have their regular duties and responsibilities to perform for the Hospital and shall not leave **their regular** duties without first obtaining permission from their **immediate** supervisor. Such permission shall not be unreasonably withheld.

If, in the performance of his grievance duties, a union steward is required to enter an area within the Hospital in which he is not ordinarily employed, he shall report his presence to the supervisor in the area immediately upon entering it. When **resuming** his regular duties and responsibilities, such steward shall again report to his immediate supervisor. A union steward shall suffer no loss of earnings for time spent in performing the above duties during his regular scheduled working hours.

- (b) The Employer **acknowledges** the right of the **Union** to appoint or otherwise select one (1) steward from each department. A steward appointed or otherwise selected by the Union shall have at least six (6) months of continuous service with the Employer.

Central

Local

8.02 Grievance Committee

The Hospital will recognize a grievance **committee** comprising two (2) members to be elected or appointed from the bargaining unit. One member shall be chairman. The

Central

purpose of the committee is to deal with grievances **as** set out in this Collective Agreement.

8.03 Labour-Management Committee

- Central*
- (a) The parties mutually agree that there are matters that would be beneficial if **discussed** at a Labour-Management Committee **Meeting** during the term of **this** Agreement. The Committee shall be comprised of **an equal** number of representatives of each party **as mutually agreed and** shall meet at a time and place mutually satisfactory. **The** Committee **shall** meet once every two (2) months, unless agreed otherwise. A request for a **meeting** hereunder will be made in writing at least fourteen (14) days prior to the date proposed and accompanied by **an** agenda of matters proposed to be discussed. Where a Hospital **has** two or more agreements with OPSEU, then a joint committee shall represent all units unless otherwise agreed.

- (b) The following provision applies to any reorganization or restructuring which occurs on or after the date of ratification by both parties.

Central

In the event **of reorganization** or restructuring of the Hospital which will have potential adverse effects **upon** employees in **the** bargaining unit, the parties agree that they will discuss possible ways and means of avoiding or **minimizing** the impact, including:

- identifying and **proposing** possible alternatives to **any** action that the Hospital may propose taking;
- identifying and seeking **ways to** address on-the-job retraining needs of employees;
- **identifying** vacant **positions within** the Hospital for which **surplus** members of **the** bargaining unit **might** qualify, or such positions which are currently **filled but** which **are** expected to become vacant **within** a twelve (12) month **period**.

To allow the **Labour** Management **Committee to carry** out its mandated **role** under **this** Article (8.03(b)), the Hospital will provide **the Committee** with pertinent financial and **staffing** information **and with a** copy of **any** reorganization plans which impact on the bargaining unit.

8.04 (a) Negotiating Committee

Central

The Hospital **agrees** to recognize a negotiating committee comprised of **two** (2) members to be elected or appointed **from** the bargaining unit, it being understood

that not more ~~than~~ one (1) employee shall be selected to act on such committee from any one department. Where the Hospital participates in central bargaining, the purpose of the negotiating ~~committee~~ shall be to negotiate local issues ~~as~~ defined in ~~this~~ Collective Agreement. Where the Hospital does not participate in central bargaining, the purpose of the negotiating committee shall be to negotiate a renewal of ~~this~~ Collective Agreement. The Hospital agrees that the members of the negotiating ~~committee~~ shall suffer no loss of **earnings** for time spent during their ~~regular~~ scheduled working hours in attending negotiating meetings with the Hospital up to, ~~and~~ including, conciliation.

(b) Pay for Central Negotiating Committee

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

Central 8.05 The Union agrees to provide ~~and maintain an~~ up-to-date list of all Union Representatives (including Union Stewards, Union Executive, Grievance Committee, Labour/Management Committee ~~and~~ Negotiating Committee) to the Director of ~~Human~~ Resources or designate.

Central 8.06 ~~All~~ new employees ~~will~~ have the opportunity to meet ~~with~~ a representative of the Union in the employ of the Hospital for a ~~period~~ of up to 15 minutes during the employee's probationary period, without loss of regular **earnings**. The purpose of such meeting will be to acquaint the ~~employee(s)~~ ~~with~~ such representative of the Union ~~and~~ the collective ~~agreement~~. These interviews will be scheduled in advance and may be arranged collectively or individually by the Hospital.

Local 8.07 The Union shall have the right at ~~any time~~ to request the ~~assistance~~ of representatives of the ~~Ontario~~ Public ~~Service~~ Employees ~~Union~~ when dealing or negotiating with the Employer.

Local 8.08 The cost of printing the collective agreement shall be shared on a 50/50 basis by the Hospital and the Union.

ARTICLE 9 - ACCIDENT PREVENTION - HEALTH & SAFETY COMMITTEE

Central 9.01 The Hospital ~~and the~~ Union agree that they mutually desire to maintain standards of

safety **and** health in the Hospital in order to prevent accidents, injury and illness.

- Central*
- 9.02 Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept **as** a member **of** its Accident Prevention-Health and Safety Committee, at least one (1) representative selected **or** appointed by the Union from amongst bargaining unit employees.
 - 9.03 Such Committee shall identify potential dangers and **hazards**, institute **means** of improving health **and** safety programmes and recommend actions to be **taken** to improve conditions related to safety and health.
 - 9.04 The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.
 - 9.05 Meetings shall be held every second month or more frequently at the call of the chair, if required. The **Committee** shall maintain minutes of all meetings and make the same available for review.
 - 9.06 **Any** representative appointed or selected in accordance **with** 9.02 hereof, shall serve for a term of at least **one** (1) calendar **year** from the date of appointment. Time off for such representative(s) to attend meetings **of** the Accident Prevention-Health and Safety Committee in accordance **with** the foregoing, shall be granted and any representative(s) attending **such** meetings during their regularly scheduled hours of **work**, shall not lose regular **earnings as** a result of such attendance.
 - 9.07 The Union agrees to endeavour to obtain the **full** cooperation of its membership in the observation **of** all safety rules and practices.

ARTICLE 10 - GRIEVANCE & ARBITRATION PROCEDURE

- Central*
- 10.01 Employees shall have the **right**, upon request, to the presence of **Union** Steward at any stage **of** the grievance procedure, including the complaint stage, or at **any** time when formal discipline **is** imposed.
 - 10.02 For 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.
 - 10.03 It **is** the mutual desire of the parties hereto that complaints shall be adjusted **as** quickly as possible, and it is understood that **an** employee has no grievance until he **has** first given his immediate supervisor the **opportunity** of adjusting his complaint. Such complaint shall be discussed with his immediate supervisor within seven (7) calendar days from the event giving **rise to** the grievance, or from when **the** employee should have reasonably

become aware of the event giving rise to the grievance and, failing settlement within seven (7) calendar days, it shall then be taken up as a grievance within the seven (7) calendar days following his immediate supervisor's decision in the following manner and sequence:

Step No. 1

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

Step No. 2

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

Step No. 3

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

10.04 Policy Grievance

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

It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which he could have instituted

himself **and** the regular grievance procedure shall not be thereby bypassed. Where the grievance is a Hospital grievance it shall be filed with the **Local** Union President or designate.

10.05 Group Grievance

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

10.06 Discharge Grievance

Central Pursuant to **Section 43.1** subsection (2) **of the Labour Relations Act**, the parties confirm that the release **of a** probationary employee shall not be the subject of a grievance or arbitration. A claim by **an** employee who **has** completed **his** probationary period that he **has been unjustly discharged shall** be treated **as** a grievance **if a** written statement **of** such grievance is lodged by the employee with **the** Hospital at Step No. 3 within seven (7) calendar days after **the date the discharge is** effected. Such **special** grievance may be settled under the Grievance or Arbitration Procedure by:

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

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

Central 10.07 The Hospital agrees that it will not discipline **an** employee without **just** cause.

Central 10.08 Failing settlement **under the foregoing** procedure, any **grievance**, including a question **as to whether the grievance is** arbitrable, may be submitted to arbitration **as hereinafter** provided. If no written request for arbitration is received within fourteen **(14)** calendar days after the decision under **Step No. 3 is** given, the grievance shall be deemed to have been abandoned.

Central 10.09 All agreements reached under the grievance procedure between the representatives of the Hospital, the representatives of **the** Union and the grievor(s) will be final and binding

upon the Hospital, the Union, and the employee(s).

- 10.10 When either party requests that any matter be submitted to arbitration **as** provided in this Article, it shall make such request in **writing** addressed to the other party to **this** Agreement, and at the same time appoint a nominee. Within seven **(7)** calendar days thereafter, the other party shall appoint its nominee, provided however, that if such party fails to appoint its nominee **as** herein required, the Minister of **Labour** for the Province of Ontario shall have power to make such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to agree upon a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of fourteen **(14)** calendar **days**, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.
- Central* 10.11 No person may be appointed **as** an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 10.12 No matter may be submitted to arbitration which **has** not been properly carried through all requisite steps of the Grievance Procedure.
- 10.13 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of **this** Agreement, nor to alter, **modify**, add to or amend any **part** of **this** Agreement.
- 10.14 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority, and where there is no majority, the decision of the chairman will be **final and** binding upon the parties hereto and the employee or employees concerned.
-
- 10.15 Each of the parties hereto will ~~bear~~ the expense of the nominee appointed by it and the parties will share equally the **fees** and expenses, if any, ~~of~~ the chairman of the Arbitration Board.
- 10.16 The time limits set out in **this** Article ~~are~~ mandatory and **failure** to comply strictly with such time **limits**, except ~~by~~ the written agreement of the parties, shall result in the grievance **being deemed** to have been abandoned.
- 10.17 Wherever arbitration board is referred to in the agreement, the parties may mutually agree in writing to substitute a single arbitrator for the arbitration board at the time of reference to arbitration and the other provisions referring to arbitration board shall appropriately apply.

ARTICLE 11 - LETTERS OF REPRIMAND AND ACCESS TO FILES

- 11.01 Any letter of reprimand or suspension will be removed from the record of an employee

Central eighteen (18) months following the receipt by the employee of such letter or suspension provided that the employee's record **has** been discipline free for such eighteen (18) month period.

- 11.02 Each employee **shall** have reasonable access to his file for the purposes of reviewing any evaluations or formal disciplinary notations contained therein in the presence of the Employer. A copy **of** the evaluation will be provided to the employee at **his** request.

ARTICLE 12 - SENIORITY

- Central*
Local 12.01 Newly **hired** employees shall be considered to be on probation for a period of **sixty** (60) tours worked from date of last hire (**450** hours of work for employees whose regular hours of work are other **than** the standard work day). If retained after the probationary period, the employee shall be credited with seniority from date of last hire. Such probationary period may be extended for one **further** period of **thirty** (30) working days by the Department Head or her designee, on notification to the Union and the employee concerned. **All rights and obligations** in the agreement, except the right to grieve in discharge cases, shall enure to the benefit and be **binding** on the said probationary employee during this extended period. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration.

- Central* 12.02 A seniority **list** will be maintained for each department. The Hospital shall post such list and provide the Union with a copy, **indicating bargaining** unit seniority, twice per **year**.

- 12.03 Not applicable to full-time.

- Central* 12.04 **Seniority shall** be retained by an employee in the event he is **transferred** from full-time to part-time or vice versa. For the purposes of the application of seniority under the agreement but **not for** the purposes of service under any provisions of the agreement, an employee whose status is changed from full-time to part-time shall receive credit for **his** seniority **on the basis of** 1650 hours worked for each year of full-time seniority. For the purposes of the application of seniority, under the agreement but not for the purposes of service **under any provisions** of the agreement, an employee whose **status** is changed from part-time to full-time shall receive **credit** for **his** seniority on the basis of one (1) **year** of Seniority for **each** 1650 hours worked. **Any** time worked in excess of an equivalent **shall** be pro-rated at the **time** of transfer.

- 12.05 (a) (i) Effect of Absence

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

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

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

Central

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

- (ii) Notwithstanding Article 12.05 (a) (i), service and seniority will accrue for a **maximum** period of seventeen (17) weeks if an employee's absence is due to a pregnancy leave, and for a maximum period of eighteen (**18**) weeks if **an** employee's absence is due to **a** parental leave. In addition, **the** Hospital will continue to pay it **share** of the premiums of the subsidized employee benefits in which the employee is participating for up to seventeen (**17**) weeks from the commencement of the leave while the employee is on pregnancy leave, and for up to eighteen (18) weeks **from** the commencement of the leave while the employee is on parental leave, unless the employee **does** not intend to pay her contributions.

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

12.06 For purposes of layoff and recall, seniority shall operate on a department-wide basis, i.e., laboratory, radiology.

Central

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

Central

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

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

insert

shall retain but no accumulate seniority held at the time of transfer. in the event the employee is returned to a position in the bargaining unit within the time periods noted in **(a) or (b) above** he shall be credited with the seniority held at the time of transfer and shall resume accumulation **from** the date **of his** return to the bargaining unit.

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

- (a) leaves of **his** own accord;
- (b) is discharged and the discharge is not reversed through the grievance or arbitration procedure;
- (c) **has** been laid off without recall pursuant to Article 13.06 for twenty-four (24) months;
- (d) is absent **from** scheduled work for a period of three (3) or more consecutive working days without notifying the Hospital of such absence and providing a reason satisfactory to the Hospital;
- (e) fails to **return to** work (subject to the provisions of (d)) upon **termination of an** authorized leave of absence without satisfactory reason or utilizes **a** leave of absence, without permission, for purposes other than that for which the leave **was** granted;
- (f) fails upon being **notified** of a recall to signify **his** intention to return within five (5) calendar days after he **has** received the **notice** of recall mailed by registered mail to the last **known address** according to the records of the Hospital **and** fails to report to work within ten (10) calendar days after he **has** received the notice of recall or such **further** period of time **as** may be agreed upon by the parties;
- (g) is absent due **to** illness or disability for a period of thirty **(30) months**, unless he **has** less than six **(6) months'** service at the **time** the illness or disability commenced **and** is not eligible for long-term **disability** benefits. If **the** employee **has** less **than six months'** service at the **time** the **illness** or disability commenced and is not eligible for long-term disability benefits **this** provision will apply **after** an absence **equal to his** length of service **at** the **time** the absence commenced.
- (h) Engages **in** gainful employment during a leave of absence, unless such employment **was** agreed to by the Employer;
- (i) leaves her post without permission during **regular** working hours without a satisfactory explanation being given to the Employer.

Central

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12.10 For the purpose of this agreement the following departments shall be recognized:

Local

Laboratory, Pharmacy, Physiotherapy, Radiology and Clinical Nutrition.

ARTICLE 13 - LAYOFF AND RECALL

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

Central

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

13.02 Any agreement ~~between the Hospital and the~~ Union resulting from the ~~above~~ review concerning the method of implementation will take precedence over other terms of layoff ~~in this Agreement~~.

13.03 In the event of layoff, the Hospital shall lay off employees in the reverse order of their seniority ~~within~~ their classification, providing that those employees who remain ~~on~~ the ~~job~~ have the ~~qualifications and ability~~ to perform the work. Employees shall be entitled to 3 months' ~~notice~~ of permanent layoff. In the event of a long-term layoff, the employee shall be entitled to ~~notice~~ in accordance with the provisions of the Employment Standards Act. It is agreed ~~and~~ understood that Regulation 327, ~~Section 7~~, of the Employment Standards Act applies. It is further agreed that ~~notice~~ to both the Union ~~and~~ the employees may ~~run~~ concurrently.

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

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

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

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

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

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

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

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

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

13.09 Where there is an available opening which **has** not **been** filled in accordance with Article 13.06, **an** employee who has either accepted a layoff or is under notice of layoff and **is** unable to displace **any** other employee will be given an opportunity **for** on-the-job retraining of up to 6 months, subject to the staffing requirements of **the** Hospital, if, with the benefit of such retraining, the employee **could** reasonably be expected to obtain the qualifications **and** ability to **perform** the work. Such opportunities will be provided in

order of seniority. During the period of on-the-job retraining the recall period will continue to apply from the **original** date of layoff. If, following the period of on-the-job retraining the employee **has** not obtained the qualifications and ability to perform the work, the employee will be **returned** to the recall **list** or will be terminated in accordance with Article 12.09(c).

Local

13.10 Grievances under this Article **shall** be filed at Step 3 of the grievance procedure **as** outlined in Article 10.

13.11 **An** employee who has not received notice of layoff may take early retirement if available or terminate his or her employment. An employee who has received notice of layoff may be assigned the above vacated position provided the employer requires such position to be filled and he or she is able to perform the normal requirements of the position without **training**. The parties agree that this will not constitute a contravention of Article 15.

ARTICLE 14 - **TECHNOLOGICAL** CHANGE

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

Central

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

Employees with one or more years of continuous service **who** are subject to lay-off under **conditions** referred **to** above, will be given notice **of** the impending change in employment status at the earliest reasonable **time** in keeping with the notification to the Union **as** set **forth** above and the requirements of the applicable legislation.

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

ARTICLE 15 - JOB POSTING, PROMOTION AND TRANSFER

15.01 Where a vacancy exists, or where the Hospital creates a new position in the bargaining unit, such vacancy **shall** be posted for **a** period of seven (7) calendar days. Applications

Central

for such vacancies shall be made in writing within the seven (7) day period referenced herein.

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

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

In filling such temporary vacancies the Hospital shall consider employees who have expressed an interest, **in** writing, in filling such vacancies, on the basis of the selection criteria **as** set out in Article 15.06.

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

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

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

and relevant qualifications of the applicants. Where these factors are relatively equal, bargaining unit **seniority** shall be the governing factor.

- 15.07 In matters of promotion and **staff** transfer, a successful bargaining unit applicant shall be allowed a trial period of up to sixty (60) **days** (**450** hours for employees whose regular hours of work are other **than** the **standard** work day) worked during which the Hospital will determine if the employee *can* satisfactorily perform **the** job. ~~Within~~ this period the employee may voluntarily return, or be returned by the Hospital, to the position formerly occupied, without loss of seniority. Should the employee return or be returned to his former job, the filling of subsequent vacancies will be reversed.
- 15.08 **An** employee who is promoted to a higher rated classification ~~within~~ the bargaining unit will be placed in the range of the higher ~~rated~~ classification so that he shall receive no less **an** increase in wage rate ~~than~~ the equivalent of one step in the wage rate of his previous classification (provided that he does not exceed the wage rate of the classification to which he has ~~been~~ promoted).

The employee's anniversary date shall be adjusted.

- Central* 15.09 An employee selected **as** a result of a **posted** vacancy **need** not be considered for a further vacancy for **a** period **of** up to six (6) ~~months~~ from **his** date of selection.
- 15.10 Where there are no **successful** applicants ~~from~~ within the **bargaining** unit for posted vacant positions, employees in other OPSEU ~~Paramedical~~ bargaining units ~~at~~ the Hospital will be considered for such staff transfers or promotions prior to considering persons outside OPSEU Paramedical bargaining units at the Hospital. The employees eligible for consideration ~~shall~~ be **limited** to those employees who have applied for the position in **accordance with** Article 15, and selection shall be made in accordance ~~with~~ Article 15.06. All provisions ~~of~~ Article 15 will apply to employees selected in accordance ~~with~~ this provision.

ARTICLE 16 - LEAVES OF ABSENCE

- Central* 16.01 Written requests for a personal leave of absence without pay will be considered on **an** individual **basis** by **the** employee's Department ~~Head~~ or his designate. **Such** requests are **to** be submitted **as far** in advance **as** possible and **a written** reply will be given. Such leave shall not be unreasonably ~~withheld~~.

- 16.02 (a) Local Union Business Leave

Local → The Employer agrees to grant leaves of absence without pay to employees selected by the Union to attend Union business including conferences and conventions up to a total of twenty (20) days during the calendar year, provided two (2) weeks

Local notice is given. Not more than **two** (2) employees may be absent **at** any one time and not more **than** one (1) from any department. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Employer and the local Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.

(b) Union Position Leave - F.T.

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

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

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

16.03 Bereavement Leave

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

Immediate family, for the purposes **of** this section, shall mean spouse, child, parent, sister, brother, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-

law and grandparent of spouse.

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

16.04 Jury and Witness Duty

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

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

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

16.05 Pregnancy Leave and Parental Leave

- (a) Pregnancy Leave
 - (i) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this agreement
 - Central* (ii) Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan, and retroactive to date of confirmation by the Unemployment Insurance Commission, an employee who is on pregnancy

leave as provided under this agreement and who is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 18 of the Unemployment Insurance Act, 1993, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five per cent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits during her leave and any other earnings. Such payment shall commence following completion of the two week unemployment insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub ~~as~~ proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks for a pregnancy leave. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

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

The above provision is ~~to~~ be amended to comply with the U.I. Act Regulation 57 (13).

(b) Parental Leave

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

- (i) Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan, and retroactive ~~to~~ date of confirmation by the Unemployment Insurance Commission, ~~an~~ employee who is on parental leave ~~as~~ provided under ~~this~~ agreement ~~and~~ who is in receipt of Unemployment Insurance parental benefits pursuant ~~to~~ Section 18 of the Unemployment Insurance Act, 1993, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five per cent (75%) of her regular ~~weekly~~ earnings and ~~the sum of her weekly~~ Unemployment Insurance benefits during her leave and ~~any~~ other earnings. Such payment shall commence following completion of the two week unemployment insurance waiting period, and receipt by ~~the~~ Hospital of the employee's Unemployment Insurance cheque stub ~~as~~ proof that she is in receipt of Unemployment Insurance parental benefits and shall continue while the employee is in receipt of

Central

such benefits for a maximum period of ten (10) weeks for a parental leave. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the parental leave times her normal weekly hours.

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

The above provision is to be amended to comply with the U.I. Act Regulation 57 (13).

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

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

16.06 Transfer of Pregnant Employees

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

16.07 Education Leave

Control Where the Hospital directs and the employee agrees to ~~take an~~ educational course to upgrade or acquire new employment qualifications such employee shall not lose regular pay because of necessary absence from work due to participation in such course. The

Hospital shall pay the full cost of such course in advance. The Employee may apply to the Hospital for a reasonable advance to cover additional costs associated with the course.

16.08 Pre-Paid Leave

(a) Purpose

Central

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

(b) Application

Eligible employees must make written application to the Department Head, with a copy to the Director of ~~Human~~ Resources/Personnel, at least ~~six~~ (6) months prior to the intended commencement date of the salary deferral portion of the Pre-Paid Leave Plan. Such application will outline the reason the leave is being requested. Priority will be given to applicants intending to use the leave to pursue formal education related to their profession. As between two (2) or more candidates, from the same department, with the same intended purpose seniority shall govern. The employee will be informed of the disposition of his application as soon as is reasonably possible after the closing date for applications.

- (c) The total number of employees that may be accepted into the Pre-Paid Leave Plan in any one plan year as defined in Article 16.08 (1) and from any one department shall be one (1) employee from the bargaining unit. Where there are more applications than spaces allotted, seniority shall govern subject to 16.08 (b) above.

(d) Nature of Final Agreement

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

- (a) A statement that the employee is entering the plan in accordance with Article 16.08 of the Collective Agreement.
- (b) The period of salary deferral and the period for which the leave is requested.
- (c) The manner in which the deferred salary is to be held.

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

(e) **Deferral Plan**

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

(f) **Deferred Earnings**

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

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

(g) **Health and Welfare Benefits**

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

Full-Time Employees Only

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

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

Central

(h) Seniority and ServiceFull-Time Only

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

(i) Assignment on ~~Return~~

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

(j) Withdrawal ~~Rights~~

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

(ii) On Leaving ~~Employment~~

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

(k) Replacement Employees

Central
The Hospital will endeavour to **find** a temporary replacement for **the** employee, **as far in advance as** practicable. If the **Hospital** is **unable to** find a suitable replacement, it **may** postpone the leave. **If, after a period of** postponement, a suitable **temporary** replacement cannot be found, the Hospital will **have the option of considering** a further postponement or of **collapsing** the plan. The employee, subject to such a **postponement**, will have the option of **remaining** in the plan and **rearranging** the leave at a **mutually** agreeable time, or of **withdrawing from the plan as outlined in Article 16.09 (j)**.

(l) Plan Year

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

(m) Status of Replacement Employee

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

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

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

ARTICLE 17 - **SICK LEAVE AND LONG-TERM DISABILITY**

17.01 The Hospital shall provide **a** short-term sick leave plan at least equivalent to that described in **the** 1982 Hospitals of Ontario Disability Income Plan (HOODIP) brochure. Copies of **the** HOODIP brochure will be made available to employees upon request.

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

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

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

17.05 Employees absent on **account** of sickness **must** report to their immediate supervisor **as** early **as** possible prior to the commencement of their **shift**.

17.06 The Employer shall not be required to provide work or pay to an employee for the tour involved, who fails to give notice by 1300 hours prior to the commencement of her next tour of duty that she is able to return to work following an absence due to illness or injury.

ARTICLE 18 - HOURS OF WORK & OVERTIME

- 18.01 (a) The Employer does not guarantee to provide employment ~~or~~ work for normal hours of work ~~or for any~~ other hours.
- Local (b) The following provisions designating regular hours over the Employer's schedule shall not be construed to be a guarantee of the hours of work to be done during each tour schedule.
- (c) Where the Hospital ~~and~~ the Union agree, subject to the approval ~~of~~ the ~~Ministry~~ of Labour, other arrangements regarding hours of ~~work may~~ be entered into between parties on a local level with respect to tours beyond the normal or ~~standard work day~~ in accordance with the provisions set out in Article 28.05 of ~~the~~ collective agreement.
- (d) The ~~regular work~~ cycle for ~~all~~ employees shall be not more ~~than~~ seventy-five (75) hours per two (2) ~~week pay period~~ exclusive of mealtime.
- 18.02 Employees shall be entitled, subject to the exigencies of patient care, to relief periods during the ~~shift~~ on the basis of fifteen (15) minutes for each ~~half shift~~.
- 18.03 Authorized overtime ~~worked~~ in excess of seven and one-half (7 ½) hours per day and/or seventy-five (75) hours worked in a two (2) week pay ~~period~~, shall be paid at the rate of ~~time and one-half~~ (1 ½) the regular ~~straight~~ time hourly rate, provided however, that time necessary to ~~finish~~ assigned work on an irregular basis to a maximum of fifteen (15) minutes shall be determined "tag-end" and shall not be counted as overtime.
- 18.04 Where ~~an~~ employee ~~has~~ worked and accumulated approved overtime hours (other than overtime ~~hours~~ related to paid holidays) up to a maximum of ~~the~~ equivalent of three (3) day's accumulation, then such employee shall have the option of electing payment at the applicable overtime rate or time off equivalent to the applicable overtime ~~rate~~ (i.e., where applicable ~~rate~~ is one and one-half times, then time off shall be at one and ~~one-half~~ times). Where ~~an~~ employee chooses the latter option, such time off must be taken within the ~~succeeding sixty~~ (60) days of the ~~occurrence of the~~ overtime at a time mutually agreeable to the Hospital and the employee, or payment in accordance with the former option shall be made.
- 18.05 If ~~an~~ employee is authorized to work, during the lunch break, due to the requirements of patient care, he will be paid time and one-half (1 ½) his regular straight time hourly rate for all time worked in excess of his normal daily hours.
- 18.06 An employee who continues to ~~work~~ more ~~than~~ two (2) hours of overtime immediately following his scheduled hours of work, shall be provided with a meal voucher valued at a

~~maximum~~ of four dollars (\$4.00) or four dollars (\$4.00) if the Hospital is unable to provide a meal voucher.

- Central* 18.07 Failure to provide sixteen **(16)** hours between the commencement of ~~an~~ employee's scheduled ~~shift~~ and the commencement of such employee's next scheduled ~~shift~~ shall result in payment of one and one-half ($1 \frac{1}{2}$) times ~~the~~ employee's **regular** straighttime hourly ~~rate~~ for only those hours which reduce the ~~sixteen (16)~~ hour period.

Where the sixteen **(16)** 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.

- Central* 18.08 Where ~~an~~ employee's schedule is changed by the Hospital with less than twenty-four (24) hours notice, she shall receive ~~time~~ and one-half ($1 \frac{1}{2}$) of her regular straight time hourly rate for all hours worked on her next ~~shift~~.

- Local* 18.09 ~~Notwithstanding~~ the foregoing, overtime will not be paid for additional hours worked during a twenty-four (24) hour period ~~as~~ a result of the changeover to Daylight Saving from Standard Time ~~and~~ vice versa.

ARTICLE 19 - STANDBY

- Central* 19.01 ~~An~~ employee ~~required to~~ standby or remain available for ~~call-back~~ duty on other than regular scheduled hours ~~shall~~ be paid ~~at the rate of two~~ dollars and ~~fifty~~ cents (\$2.50) per hour of standby time. ~~Hours~~ worked for call-back shall be deducted from hours for which the employee receives standby pay. However, ~~an~~ employee shall be entitled to a minimum of five dollars (\$5.00) for each eight hour period on standby even if called back ~~to~~ work. ~~On~~ Paid Holidays \$3.00 per hour.

ARTICLE 20 - CALL BACK

- Central* 20.01 An employee who is called ~~to~~ work after leaving the Hospital premises and outside of his regular scheduled hours, ~~shall~~ be paid ~~a minimum of no less than two~~ (2) hour's ~~pay~~ at time ~~and~~ one-half ($1 \frac{1}{2}$) ~~his~~ regular straight time hourly rate for work performed on each ~~call-in~~. In the event that such two (2) hour period overlaps and extends into ~~his~~ regular ~~shift~~ he will ~~receive the two (2) hour~~ guarantee payment at time ~~and~~ ~~one-half (1 1/1)~~ 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.

ARTICLE 21 - SHIFT PREMIUM

- 21.01 Employees shall be paid a ~~shift~~ premium of one dollar (\$1.00) per hour for each hour worked outside the normal hours of the day shift prior to midnight and one dollar and

twenty-five cents (\$1.25) after midnight provided **that** such hours exceed *two* (2) hours if worked in conjunction **with** the **day shift**. ~~Shift~~ premium will not form part **of** the employee's straight time hourly rate.

Central

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

ARTICLE 22 - TRANSPORTATION ALLOWANCE

Local

- 22.01 A transportation ~~allowance~~ of twenty-nine cents (\$0.30) per kilometre (maximum of forty **(40)** kilometres round trip) shall be paid for kilometres driven outside the normal working **hours** while on call-back or alternatively, taxi fare **within** a forty **(40)** kilometre round trip.

ARTICLE 23 - RESPONSIBILITY PAY

Central

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

ARTICLE 24 - NO PYRAMIDING

Central

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

ARTICLE 25 - PAID HOLIDAYS

- 25.01 (a) The following holidays shall be recognized **by the Employer as Paid Holidays**:

*Central
Local Language*

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
August Civic Holiday	

- (b) All employees shall be entitled to two (2) Floating Holidays in each calendar year under the following conditions:
1. that the Holidays be requested in **writing** by the employee at least two (2) weeks in advance and subject **to** the approval **of** the employee's immediate supervisor, and written reply will be given within one (1) week of such request;
 2. that it not be requested during the **period** December 15th - January 15th.
- (c) All employees shall be entitled to their Employment Anniversary which should be scheduled on the employee's anniversary date of employment with the Hospital. If **this** is not possible it must be taken within **thirty** (30) days of the anniversary date and **within** the calendar year.
- (d) In order to qualify for payment of any of the above mentioned holidays, an employee is **required** to work the **last** regularly scheduled **shift** prior to the holiday and the next regularly scheduled shift following the holiday.

Central
25.02 An employee required to work on any of the designated holidays listed in the collective agreement shall be paid **at** the **rate** of time **and** one-half (**1 ½**) **his** regular **straight** time rate of pay for all hours worked on such holiday, subject **to** Article 25.03. **In** addition, he will receive a lieu day off with pay in **the** amount of his regular straight time hourly rate of pay times seven and one-half (**7 ½**) hours. **This** lieu day off with pay shall be taken within one (**1**) month of the Holiday.

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

Central
25.04 **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.

Central
25.05 **An** employee **who** is **scheduled** to **work** on a holiday and who fails to do so shall forfeit **her** holiday pay **unless** **her** **absence** is excused by the Employer.

10-24
25.06 Should the Employer 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 Employer shall be established **as** the legislated holiday after discussion with the Union, so that the Employer's obligation to provide the **number** of paid holidays **as** noted above remains unchanged.

- Focus* 25.07 If a paid holiday is observed during an employee's vacation period or on her regular day off, she shall be granted a lieu day **off** with pay on a date to be selected by agreement between the Employer and the employee and she shall be paid for such holiday at the prescribed rate.

ARTICLE 26 - VACATIONS

Employees shall be entitled to vacation ~~with~~ pay based on the length of continuous service ~~as~~ of June 30th in any year ~~as~~ follows:

- Central* 26.01 Registered Technologist and higher classification who have completed less ~~than~~ one (1) year ~~of~~ continuous service shall be entitled to a vacation on the basis ~~of~~ 1.25 days per month for each completed month of service ~~with~~ pay in the amount of 6% of gross earnings.

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

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

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

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

- Central* 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.

- Focus* 26.03 **An** employee who leaves the service of the Employer shall be entitled to receive a pro-

rata portion of **any accrued** vacation pay for the vacation not taken computed in accordance with the provisions of this Article **and** subject to 28.17.

Local 26.04 It is understood **and agreed** that vacation **weeks are** not necessarily **continuous**, however, the Employer will endeavour to accommodate the wishes of the employee **with** respect to the choice of vacation dates and the continuity of **weeks** within their department subject to the need to meet the operating requirements of the Hospital. Of necessity, the Employer **must** reserve the **final decision as to the** scheduling of vacations. Employees may take up to one **week** of vacation in **as many full shifts as** desired, provided it does not interfere with the efficient operation of the employer.

Local 26.05 For the purpose of vacation entitlement, service for those employees whose status is changed **from** part-time to full-time after the signing of this agreement, shall mean the combined service as a part-time and full-time employee employed by the Employer accumulated on a **continuous** basis. For the purpose of this Article, 1650 hours of part-time service shall **equal one (1)** year of full-time service.

Local 26.06 If **an** employee is absent for more **than** thirty (30) consecutive calendar days during the year in which the employee's vacation **was** earned, her vacation entitlement shall be reduced proportionately.

ARTICLE 27 - HEALTH AND WELFARE BENEFITS

27.01 Semi-Private Hospital Insurance

Central The Hospital agrees to pay 100% of **the** billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross Semi-Private Plan or comparable coverage with another carrier.

27.02 Extended Health Care

Central Effective the **first of the month following the date** of the award the Hospital shall contribute on behalf of each eligible employee seventy-five percent (75%) of the billed premium under the Extended Health Care Plan (Blue Cross \$15-25 plan including hearing aids with a **maximum of \$300.00 per person and vision care with a maximum of \$90.00 every 24 months per person**, or its equivalent) **provided the** balance of the monthly premium is paid by employees through payroll deduction (subject to appropriate Union and employer recruitment).

27.03 Dental Plan

Central The Hospital shall implement a Blue Cross Plan #9 (or its equivalent) based on current ODA fee schedule effective **as soon as possible** following the date of the award when

enrolment requirements have been satisfied. The Hospital shall pay seventy-five percent (75%) of the monthly premium rates on behalf of active employees, the balance being paid by participating employees **through payroll** deduction. Employees **will** be enrolled **in** the existing **Plan** in accordance **with** the terms and conditions of the Plan.

27.04 H.O.O.P.P.

Local All present employees in the current Hospitals **of** Ontario Pension Plan shall maintain their enrolment in the Plan subject to its terms and conditions. New employees and employees not yet eligible for membership in the **Plan** shall, **as** a condition of employment, enroll in the Plan when eligible in accordance **with** its terms and conditions.

27.05 Group Life Insurance

Central Effective the first of the month **following** the date of the award agreements that provide for HOOGLIP or other equivalent group life insurance plans **shall** have a Hospital contribution of one hundred percent (100%) toward **the** monthly premium of HOOGLIP or other equivalent group life insurance plan in effect for eligible full-time employees in the active employ **of the** Hospital on **the** eligibility conditions set out in the existing Agreements.

27.06 Change of Carrier

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

27.07 Divisible Surplus

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

Local 27.08 All insurance premium **payments will** be made **on behalf of employees** in the bargaining **unit who** are **receiving** remuneration from **the** Employer or **receiving** Workers' Compensation Benefits **for** injuries chargeable **to** the Employer.

ARTICLE 28 - MISCELLANEOUS

Local 28.01 Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun **and** vice versa where the context **so** requires. Where the **singular is** used, it may also be deemed to mean plural and vice versa.

28.02 Hepatitis B Vaccine

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

28.03 Professional Responsibility

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

28.04 Contracting Out

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

28.05 Work of the Bargaining Unit

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

28.06 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** parties on **a** local level **with** respect to tours beyond the normal or standard work day. **The** model agreement with respect to extended tour arrangements is set out in Appendix "A".

28.07 Innovative/Flexible Scheduling

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

28.08 Modified Work

Central

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

28.09 Not applicable to full-time. *Job-Sharing*

28.10 Bulletin Board

Local

The Employer shall provide a bulletin board **and** the Union shall have the right to post notices of meetings and such other notices as may be of interest to employees, provided that all such notices shall be submitted to the Executive Director or his designate for approval before posting. All such notices shall be **signed** by **an** officer **of** the Union. The Union agrees to remove out-of-date notices forthwith.

Local

28.11 An employee who attains the age **of** sixty-five **(65)** years shall be retired from employment with the **Hospital**.

28.12 Protective Clothing

Local

The Employer agrees to **maintain** its present policy **with** regard to supplying and laundering lab coats for employees required to **wear** same.

28.13 Evaluation

Local

A written evaluation shall be carried out **and discussed** with each employee **during** her probationary period and on every anniversary of employment thereafter or **as** required. Each employee shall receive a signed copy of every evaluation **if** she **so** requests. When, **as** a result of the formal review of the employee's performance, the **performance of** the employee **is judged to** have been **unsatisfactory**, the employee concerned **must** sign the review form in question to indicate that its contents have been read and **explained**.

28.14 Validity of Agreement

Local

In the event **of** any provisions **of this** agreement or any contracts established hereby being **contrary** to the provisions **of any** applicable law hereinafter enacted, **this** agreement shall not be deemed to be abrogated but shall be amended **so** as to conform with the requirements of any such law.

28.15 Correspondence

All correspondence sent by one ~~party~~ to the other shall be addressed ~~as~~ follows:

- Local*
- (a) To the Union - The Unit ~~Steward~~, Local 646,
Ontario Public Service Employees Union
 - (b) To the Employer - The Executive Director,
Temiskaming ~~Hospital~~,
Shepherdson Road, New Liskeard,
Ontario P0J 1P0

28.16 Health Examinations

Local

When ~~required~~ by the Employer, the employees will submit to ~~a~~ physical examination, stool examination and/or culture, including laboratory tests, x-rays, inoculations and ~~vaccinations~~; it being understood that the expense of such shall be borne by the Employer and ~~without~~ limiting the generality of the foregoing, the employees agree to submit to an examination required from time to time ~~by the~~ Public Hospitals Act. R.S.O. 1980, Chapter 410 and ~~amendments~~ thereto and/or regulations passed thereunder.

28.17 Termination of Employment

Local

An employee may ~~resign~~ on ~~giving~~ the Employer one month's previous notice. Where an employee is dismissed for ~~cause~~ or fails to comply ~~with~~ this Article, such employee shall ~~not~~ be entitled to vacation pay credits except those provided by ~~the~~ Employment Standards Act.

28.18 Regular Reporting

Local

~~In order to facilitate accommodation~~, the employee shall report on a ~~regular~~ basis during a period of absence due ~~to~~ illness or injury.

ARTICLE 29 - COMPENSATION

Central

29.01 When a new classification in the bargaining ~~unit~~ is established by the Hospital, or the Hospital makes a substantial change in ~~the~~ job content of ~~an~~ existing classification, the Hospital shall advise the Union of such new or substantially changed classification and the rate of pay which is established. If so requested ~~within thirty~~ (30) calendar days of such advice, the Hospital agrees to meet ~~with~~ the Union to permit the Union to make representations with respect to the appropriate rate of pay, providing ~~any~~ such meetings ~~shall~~ not delay ~~the~~ implementation of the new or substantially changed classification.

Where the Union challenges the rate established by the Hospital **and** the matter is not resolved following the meeting ~~with~~ the Union, the matter may be referred to arbitration in accordance ~~with the~~ arbitration provisions contained in this collective agreement, it **being** understood ~~that~~ any arbitration board shall be limited to establishing **an** appropriate rate based on the relationship existing among other classifications **within** the Hospitals (which are covered **by** the O'Shea award) **and** the duties and responsibilities involved. It is further understood and agreed that when determining the appropriate rate, primacy must be given to the relationship between job classifications covered **by** this collective agreement **and** that such relativity must be maintained. Each change in the rate established **by** the Hospital either through meetings with the Union or by a Board of Arbitration shall **be** retroactive **from** the time at which the new or substantially changed classification was first filled.

- 29.02 Claim for recent related experience, if any, shall be made in **writing** by the employee at the time of hiring on the application for employment **form** or otherwise. The employee **shall cooperate** with the Hospital **by** providing verification of previous experience. The Hospital will credit the employee with one increment on the **salary** scale for every two years of recent, related, full-time experience, **as** determined by the Hospital, to a **maximum** of two increment levels below the **maximum** of the salary **scale**. For the purposes of **this** clause, **as** it applies to part-time employees, part-time experience will be calculated on the basis of 1650 hours worked equalling one year of experience.

Central
has no
related
exp

- 29.03 The wage rates **in** effect for the duration of this collective agreement **shall** be set forth in Schedule "A" attached to **and forming** part of **this** collective agreement. For **the** purpose of this Schedule, one (1), year of service shall **mean** 1950 paid regular hours of work.

Local

The regular straight time rate of pay is that prescribed in Wage Schedule "A" of the collective agreement.

29.04 Registration

A **graduate** technologist, on presentation of ~~registration~~ or **proof of success** in **passing** the registration examination, shall be given registered technologist **salary** retroactive **to** the date of employment or date ~~of~~ writing examination, whichever is the latter.

cal

29.05 Salary on Transfer

A part-time employee whose **status** is altered to full-time will assume her same level on the **salary** grid.

no

29.06 Pay Days

All employees are to be paid every second Tuesday by deposit in ~~their~~ bank account. **An**

itemized statement of pay records will be available to the employees on pay day between 0800 hours and 1600 hours.

- Local*
- 29.07 A registered technologist **is** required to present her membership certificate to her immediate supervisor before March 1st of each year. **Failure** to provide proof of certification by the above date shall result in the employee being reverted to the salary status of a graduate technologist. Reinstatement to the **status** of registered technologist shall be effective the first pay period following the date of presentation of proof of certification **as** above.

ARTICLE 30 - SUPERIOR BENEFITS

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

ARTICLE 31 - DURATION AND RENEWAL

- 31.01 **This** Agreement shall continue in effect until the 31st day of March, 1996 and shall continue automatically thereafter for **annual** periods of one **year** each unless either party notifies the other in writing that it intends to amend or terminate this Agreement in accordance with the following:

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

so requested.

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

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

Dated at New Liskeard, Ontario this ____ Day of _____, 1998.

SIGNED ON BEHALF OF
TEMISKAMING HOSPITAL

SIGNED ON BEHALF OF
OPSEU AND ITS LOCAL 646

SCHEDULE "A" - WAGE RATES - JANUARY 1, 1994

DIETITIAN

START	3019	18.58
STEP 1	3201	19.70
2	3380	20.80
3	3562	21.92
4	3742	23.03
5	3923	24.14
6	4103	25.25

PHARMACIST

START	3702	22.78
STEP 1	3924	24.15
2	4147	25.52
3	4370	26.89
4	4592	28.26
5	4817	29.64
6	5038	31.00

PHYSIOTHERAPIST

START	3162	19.46
STEP 1	3388	20.85
2	3614	22.24
3	3840	23.63
4	4066	25.02
5	4292	26.41
6	4518	27.80

SCHEDULE "A"- WAGE RATES - JANUARY 1, 1994

REGISTERED TECHNOLOGIST

START	2910	17.91	$\Delta = 1.04$	5.8%
STEP 1	3057	18.81		
2	3177	19.55	1.09	5.8%
3	3312	20.38		
4	3445	21.20		
5	3578	22.02		
6	3712	22.84		
7	3845	23.66		
8	3978	24.48		
9	4113	25.31		

SENIOR TECHNOLOGIST

START	3079	18.95
STEP 1	3234	19.90
2	3362	20.69
3	3505	21.57
4	3645	22.43
5	3788	23.31
6	3929	24.18
7	4071	25.05
8	4212	25.92
9	4353	26.79

1.48 = \$5,772 2 yrs (1250 hrs x 2)

APPENDIX "A"
 MODEL AGREEMENT **WITH** RESPECT TO EXTENDED TOUR ARRANGEMENTS
MEMORANDUM OF AGREEMENT

Between: The Hospital

And: The Ontario Public Service Employees Union
 (and its **Local** 646)

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 - ~~Hurs~~ of Work

2.1 The **normal** or standard extended work day shall be _____ hours per day.

2.2 (Detailed description with an attached schedule where appropriate.)

2.3 Failure to provide (___) hours between the commencement of **an** employee's scheduled **shift** and the commencement of such employee's next **scheduled shift** shall result in payment of one and one-half (**1 ½**) times **the** employee's regular straight time hourly rate for only those hours which reduce **the** (____) hour period.

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

Article 3 - Overtime

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

3.02 For purposes of overtime the hours of work per **week** shall be averaged over _____ weeks.

Article 4 - Rest Periods

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

Article 5 - Meal Periods

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

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

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

Article 7 - **Paid** Holidays

- 7.01 Holiday **pay** will be computed **on** the basis of the **employee's** regular straight ~~time~~ hourly rate **of** pay times the **number** of hours for normal **or** standard **work** day **as** set out in Article 18.01(a).
- 7.02 **An** employee required to **work** on any of the designated holidays listed in the collective agreement **shall be paid at** the rate **of** time **and** one-half (1 ½) his regular straight time rate of pay for all hours **worked** on such **holiday, subject** to Article 25.03. In addition, he will receive a lieu day **off** with pay in the amount of **his** regular straight time hourly rate of pay times seven and one-half (7 ½) hours, except in those **hospitals** which have a standard work day of less **than** seven **and** one-half (7 ½) hours in which case holiday pay will **be** based on the standard daily hours in that hospital.

Article 8 - Vacation

8.01 Vacation **entitlement** as set **out** in Article 26.01 (a) will be converted to hours on the basis of ~~three~~ (3) **weeks is** 112.5 hours, **four (4) weeks is** 150 hours, five (5) weeks **is** 187.5 hours and six (**6**) weeks is 225 hours.

Article 9 - ~~Local~~ Provisions

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

Term

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

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

Dated this _____ day of _____, 19_____.

For the Union

For the Hospital

APPENDIX "B"

MODEL AGREEMENT WITH RESPECT TO INNOVATIVE SCHEDULING/FLEXIBLE SCHEDULING

MEMORANDUM OF AGREEMENT

Between: The Hospital

And: The ~~Ontario~~ Public Service Employees Union
(and its ~~Local~~ 646)

~~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.)

of ~~W~~

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

Article 3 - Overtime

(Collective Agreement provisions to be varied.)

Article 4. - Rest Periods

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

Article 5 - ~~Meal~~ Periods

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

Article 6 - Local Provisions

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

Term

This Agreement shall be (Specify Term)

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

Dated this _____ day of _____, 19____.

For the Union

For the Hospital

LETTER OF UNDERSTANDING

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

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

FOR THE PARTICIPATING HOSPITALS

FOR OPSEU

Dated this _____ day of June 1994.

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