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

BETWEEN:

**THE SCARBOROUGH HOSPITAL
(hereinafter referred to as "the Hospital")**

- and -

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(hereinafter referred to as "the Union")
on behalf of its Local 575**

EXPIRY: March 31, 2006

12339 (04)

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ARTICLE 1 - PURPOSE

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

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

ARTICLE 2 - DEFINITIONS

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

(NOTE: Any other provision(s) related to central definitions that existed in the expiring Collective Agreement will be continued and numbered in sequence as provisions of this Article.)

(NOTE: Any other provision(s) related to local definitions that existed in the expiring Collective Agreement will be continued in the Local Provisions Appendix.)

ARTICLE 3 - NO DISCRIMINATION OR ~~MEMBERSHIP~~

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

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

- (a) "Every person who is an employee has a right to freedom from harassment in the workplace by the Employer or agent of the Employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, sex, sexual orientation, same-sex partnership status, record of offences, marital status, family status or disability": ref: Ontario Human Right Code, Sec. 5(2).
- (b) "Every person who is an employee has a right to freedom from harassment in the workplace because of sex by his or her Employer or agent of the Employer or by another employee". Ref: Ontario Human Rights Code, Sec. 7(2).
- (c) "Every person has a right to be free from,
 - i) a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought to reasonably to know that it is unwelcome; or
 - ii) a reprisal or threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person".
- (d) The parties recommend and encourage any employee who may have an harassment or discrimination complaint to follow the complaints process as set out in the Employer's harassment policies and process.
- (e) In recognizing the importance of a harassment free environment, the Employer and the Union will review hospital policies and processes with respect to harassment with the employee during her or his orientation period.
- (f) Where an employee requests the assistance and support of the Union in dealing with harassment or discrimination issues, such representation shall be allowed.
- (g) An employee who believes that she or he has been harassed contrary to this provision may file a grievance under Article 9 or this Collective Agreement.

NOTE: "Harassment means engaging in a course of vexatious comment or ought to reasonably to be know to be unwelcome". Ref: Ontario Human Rights Code, Sec. 10(1).

ARTICLE 4 –ACCOMMODATION

4.01 The Hospital and the Union recognize their joint Duty to Accommodate employees in accordance with the provisions of the Ontario Human Rights Code.

ARTICLE 5 - NO STRIKE/NO LOCKOUT

5.01 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 6 - UNION SECURITY (Dues Deduction)

6.01 The Hospital shall deduct from each employee from their first day of employment in the bargaining unit an amount equivalent to the regular monthly union dues designated by the Union. The amount of regular monthly dies shall be as certified to the Hospital by the Treasurer of the Union from time to time. In addition, the Hospital shall deduct union dues from any retroactive wage payments. The Hospital agrees that it will remit the total amount of such deductions to the Union's Director of Finance, 100 Lesmill Road, North York, Ontario not later than the fifteenth (15th) day of each month following the month in which such deductions were made. The remittance shall be accompanied by a list of names and social insurance numbers of those employees from whom deductions have been made. The list shall clearly indicate changes in employment status for promotion, demotion, termination and leaves of absence. A second copy of the list without social insurance numbers shall be provided to the Local President or his/her designate.

6.02 The Union agrees to save the Hospital harmless and to indemnify the Hospital with respect to any claim made against the Hospital and by any employee or group of employees arising out of the deduction of union dues as herein provided.

6.03 The Union will advise the Hospital in writing of the amount of its regular dues. The amounts specified shall continue to be deducted until changed by further written notice to the Hospital.

- 6.04 The Hospital agrees to provide each employee in the bargaining unit a T-4 slip for income tax purposes showing the amount of dues deducted and shall give it to each employee in the bargaining unit on time for inclusion in their income tax return.

7 – UNION REPRESENTATIVE COMMITTEES

7.01 Union Stewards

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

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

The Hospital agrees to recognize ten (10) union stewards to be elected or appointed from amongst employees in the bargaining unit.

7.02 Grievance Committee

The Hospital will recognize a grievance committee comprised of three (3) members to be elected or appointed from the bargaining unit. One member shall be chairperson. The purpose of the committee is to deal with grievances as set out in this Collective Agreement.

7.03 Labour-Management Committee

- (a) The parties mutually agree that there are matters that would be beneficial if discussed at a Labour-Management Committee Meeting during the term of this Agreement. The Committee shall be comprised of an equal number of representatives of each party as mutually agreed and shall meet at a time and place mutually satisfactory. The Committee shall meet once every two (2) months,

unless agreed otherwise. A request for a meeting hereunder will be made in writing at least fourteen (14) days prior to the date proposed and accompanied by an agenda of matters proposed to be discussed. Where a Hospital has two or more agreements with OPSEU, then a joint committee shall represent all units unless otherwise agreed. The Hospital undertakes to notify the Union in advance so far as practicable of any major construction projects that will affect the bargaining unit employees.

The parties mutually agree that there will be a Labour-Management Committee comprised of five (5) members for each party. The Hospital agrees to inform the Union of any major policy revisions, rationalization of services, reorganization, reengineering, or the introduction of new programs and services that will affect the membership. The President of Local 575 or designate shall be a member of the Hospital Fiscal Advisory Committee (F.A.C.).

(b) Part Time Utilization Information

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

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

(c) Professional Responsibility

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

If, after a thorough investigation, no consensus can be reached at Labour Management Committee the parties will meet with the Chief Executive Officer (CEO)/ Chief Operating Officer (COO) or designate within thirty (30) days of referral to present the issues. The CEO/COO will notify the Union of the decision in writing within twenty-one (21) days.

- (ii) Where the employer requires employees who work in a classification for which there is a professional College under the RHPA, to also maintain membership in a professional association, the requirement for such membership may be the topic of local negotiations, as described in the Memorandum of Conditions for Joint Bargaining.

7.04

(a) Negotiating Committee

The Hospital agrees to recognize a negotiating committee comprised of members to be elected or appointed from the bargaining unit. The purpose of the negotiating committee shall be to negotiate a renewal of this Collective Agreement. The Hospital agrees that the members of the negotiating committee shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending negotiating meetings with the Hospital up to, and including, conciliation.

The Hospital agrees to recognize a negotiating committee comprised of five (5) members to be elected or appointed from the bargaining unit. The Union agrees to recognize the Hospitals negotiating team which shall have equal representation.

Where the Union requires caucus time off for its members to prepare for bargaining, the Hospital shall grant reasonable caucus time, on an unpaid basis (but without loss of benefits or credits), and the Union will request such time off with no less than three (3) weeks notice.

(b) Pay for Central Negotiating Committee

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

the Hospital agrees that members of the Union Negotiating Committee shall receive unpaid leave for purpose of attending arbitration hearings.

7.05 List of Union Representatives

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

7.06 New Employee Interview

The Hospital agrees that the Local President or his/her designate shall be allowed a period of 15 minutes during regular working hours to interview newly hired employees during their probationary period without loss of regular earnings.

The purpose of such meeting will be to acquaint the employee(s) with such representative of the Union and the Collective Agreement. These interviews will be scheduled in advance and may be arranged collectively or individually by the Hospital.

ARTICLE 8 - ACCIDENT PREVENTION - HEALTH & SAFETY COMMITTEE

8.01 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.

8.02 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.

NOTE: Where there are multiple sites, the Local Parties are referred to Article 27 (Multi-site Language) to determine Local Applicability of Health & Safety Committee structure.

8.03 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.

- 8.04 The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfil its functions.
- 8.05 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.
- 8.06 Any representative appointed or selected in accordance with 8.02 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 B Health and Safety Committee in accordance with the foregoing, shall be granted.

A member of a committee is entitled to:

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

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

- 8.07 The Hospital and the Union will ensure that there is one (1) OPSEU member certified, as described in the Occupational Health and Safety Act R.S.O. 1990, as amended up to and including 1998 among the OPSEU bargaining unit(s) at the Hospital. Such member will be selected or appointed by the Union.
- 8.08 The Union agreed to undertake to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- 8.09 (a) Hepatitis B Vaccine
- Where the Hospital identified high risk areas where employees are exposed to Hepatitis B, the Hospital will provide, at no cost to the employees, a Hepatitis B vaccine.
- (b) Vaccines

The Hospital shall provide, at no cost to the employee, any other vaccines deemed necessary by the Hospital.

(c) Influenza Vaccine

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

- (a) Employees shall, subject to the following, be required to be vaccinated for influenza.
- (b) If the full cost of such medication is not covered by some other source, the Hospital will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during an employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.
- (c) Hospitals recognize that employees have the right to refuse any required vaccination.
- (d) If an employee refuses to take the vaccine required under this provision, she or he may be placed on an unpaid leave of absence during any influenza outbreak in the hospital until such time as the employee is cleared to return to work. If an employee is placed on unpaid leave, she or he can use banked lieu time or vacation credits in order to keep her or his pay whole.
- (e) If an employee refuses to take the vaccine because it is medically contraindicated, and where a medical certificate is provided to this effect, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be paid. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- (f) If an employee gets sick as a result of the vaccination, and applies for WSIB, the Hospital will not oppose the claim.

- (g) Notwithstanding the above, the Hospital may offer the vaccine on a voluntary basis to employees free of charge.
- (h) This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

ARTICLE 9 - GRIEVANCE & ARBITRATION PROCEDURE

- 9.01 Employees shall have the right, upon request, to the presence of a Union Steward at any stage of the grievance procedure, including the complaint stage, or at any time when formal discipline is imposed. The Hospital agrees that it will not discipline an employee without just cause. Where the Hospital deems it necessary to suspend or discharge an employee, the Hospital shall notify the Union, in writing, of such suspension or discharge.
- 9.02 For the purpose of this Agreement, a grievance is defined as a difference arising between a member of the bargaining unit and the Hospital relating to the interpretation, application, administration or alleged violation of the Agreement.
- 9.03
- (1) It is the mutual desire of the parties hereto that complaints shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given his immediate supervisor the opportunity of adjusting his complaint. Such complaint shall be discussed with his immediate supervisor within seven (7) calendar days from the event giving rise to the grievance, or from when the employee should have reasonably become aware of the event giving rise to the grievance. Failing settlement within seven (7) calendar days, it shall then be taken up as a grievance within the seven (7) calendar days following his immediate supervisor's decision in the following manner and sequence:
 - (2) The employee must submit the grievance through the Local Union, signed by the grievor and the Local Union President, or designate, to the Chief Executive Officer (CEO) of the Hospital, or designate. The employee may be accompanied, if he so desires, by his union steward. The grievance shall identify the nature of the grievance, the remedy sought, and should specify the provisions of the Agreement which are alleged to have been violated.
 - (3) The parties will have a period of up to thirty (30) calendar days from the date the grievance is filed to attempt to resolve the grievance,

and in any case, to provide the Union with a formal written response setting out the Hospital's position on the matter.

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

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

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

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

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

- (9) If the grievance is filed by the Hospital, the Union will provide a response by the end of the thirtieth (30th) day following the date the grievance was filed. The Hospital will have fourteen (14) calendar days from the date of the Union's response to determine if it will accept the Union's response or will refer the matter to arbitration.

9.04 Policy Grievance

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

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

9.05 Group Grievance

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

9.06 Discharge Grievance

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

The Hospital agrees that it will not discharge, without just cause, an employee who has completed his probationary period. A claim by an employee who has completed his probationary period that he has been unjustly discharged shall be treated as a grievance. Such grievance shall be submitted through the Local Union, signed by the grievor and the Local Union President, or designate, to the CEO of the Hospital, or designate

within seven (7) calendar days after the date the discharge is effected. Such grievance may be settled by:

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

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

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

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

9.10 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance, except as herein provided.

9.11 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.

9.12 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, or to alter, modify, add to or amend any part of this Agreement.

- 9.13 The proceedings of the Arbitration Board will be expedited by the parties. The decision of the majority, and where there is no majority, the decision of the Chair, will be final and binding upon the parties hereto and the employee(s).
- 9.14 Each of the parties will bear the expense of its nominee, and the parties will share equally the fees and expenses of the Chair of the Arbitration Board.
- 9.15 The time limits set out in this Article are mandatory and failure to comply strictly with such time limits, except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned.
- 9.16 The parties to this agreement wish to encourage the settlement of grievances as soon as is possible and, wherever possible, without resort to arbitration. For these reasons:
- 1) The parties are encouraged to take advantage of the process for mediation/arbitration as provided for in S. 50 of the Labour Relations Act, 1995 (R.S.O. 1995 as amended) (the "Act").
 - 2) When the parties do not elect to use S. 50 of the Act in the period immediately following the referral of a matter to arbitration, the parties will commence a period of review. During this time they will each seek informed opinion with respect to the matter in dispute and consider whether the issues involved are such that the assistance of a mediator, or some form of early intervention, may be helpful. It is expected that this will occur within the first sixty (60) calendar days following referral of the matter to arbitration, avoiding the delay and costs that result from this process occurring immediately prior to an established hearing date.
- 9.17 Where Arbitration board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to arbitration board shall appropriately apply.
- 9.18 Notwithstanding the time limits as set out herein, in the interest of bringing the matter to an expeditious conclusion, where the decision or response is provided in less than the number of days provided above, any subsequent response will measure from the receipt of the response.

ARTICLE 10 - LETTERS OF REPRIMAND AND ACCESS TO FILES

- 10.01 Any letter of reprimand or suspension will be removed from the record of an employee eighteen (18) months following the receipt by the employee of such letter or suspension provided that the employee's record has been discipline free for such eighteen (18) month period.
- 10.02 Each employee shall have reasonable access to his file for the purposes of reviewing any evaluations, letters of counselling or formal disciplinary notations contained therein. Such review shall take place in the presence of the employer. A copy of the above documents will be provided to the employee on request. An employee is entitled to place a written response to letters of counselling in his file.

ARTICLE 11 - SENIORITY AND SERVICE**11.01 Probationary Period**

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

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

An employee who holds a temporary registration from his/her professional body and who fails to obtain a valid permanent registration shall be terminated from the employ of the Hospital. Such termination shall not be the subject of a grievance or arbitration.

The valid permanent registration must be obtained within the probationary period.

- 11.02 (a) Separate seniority lists for full-time and part-time Technical employees will be posted in January/July of each year with two copies sent to the union.

- (b) By January 31st of each year, the Hospital will provide the Union with a master list that identifies all bargaining unit members. This list shall be provided in electronic format and will include the employees name, classification/job title, work location, hire date, adjusted hire date, seniority, status (full-time, part-time, leave of absence and type), and wage rate (including grid step).

11.03 Seniority Accumulation

- (a) (i) Part-time employees shall have their seniority expressed on the basis of number of hours worked in the bargaining unit.
- (iii) Notwithstanding Article 11.03 (a) (i) seniority shall accrue during a pregnancy leave or parental leave. Seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave, For parental leave, seniority shall accumulate for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, the thirty-seven (37) weeks if the employee did not take pregnancy leave.
- For the purposes of pregnancy leave and parental leave, seniority accrual shall be determined by multiplying the normal weekly hours times the number of weeks the employee is absent due to a pregnancy leave.
- (iv) Seniority for part-time employees shall accrue for absences due to a disability resulting in WSIB benefits, or illness or injury in excess of thirty (30) consecutive calendar days. The rate of accumulation will be based on the employee's normal weekly hours paid over the preceding qualifying 26 weeks. A qualifying week is a week where the employee is not absent due to vacation, pregnancy/parental leave, WSIB, or illness or injury that exceeds thirty (30) consecutive calendar days.
- (b) Full-time employees will accumulate seniority on the basis of their continuous service in the bargaining unit from the last date of hire, except as otherwise provided in the Collective Agreement or previous Collective Agreements.
- (c) In the application of seniority, no employee's seniority date may pre-date their start date.

11.04 [a] Transfer of Seniority

There will be no retroactive monetary adjustment as a result of implementation of this clause. This means that service credits for the purposes of placement on the grid, vacation entitlement and any other service-based benefit will be owing.

Seniority and service shall be retained by an employee in the event he is transferred from full-time to part-time or vice versa. An employee whose status is changed from full-time to part-time shall receive credit for his seniority and service on the basis of 1650 hours worked for each year of full-time seniority and service. An employee whose status is changed from part-time to full-time shall receive credit for his seniority and service on the basis of one (1) year of seniority and service for each 1650 hours worked. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer.

- (b) Effective January 1, 2003, notwithstanding (a) above, for the purposes of accumulation and conversion of seniority, a part time employee may not accrue seniority above 1650 hours worked in a year.

NOTE: Article 11.05 applies to full-time employees only.

11.05 Effect of Absence

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

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

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

during the period of leave in excess of thirty (30) continuous calendar days to ensure continuing coverage.

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

- (ii) Notwithstanding Article 11.05 (a) (i), seniority and service shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave. For parental leave, seniority and service shall accumulate for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, the thirty-seven (37) weeks if the employee did not take pregnancy leave.

The Hospital will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating for a period from the commencement of the leave up to seventeen (17) weeks while an employee is on pregnancy leave and up to thirty-five (35) weeks while the employee is on parental leave (thirty-seven (37) weeks if the employee did not take pregnancy leave), unless the employee does not intend to pay her contributions.

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

11.06 Application of Seniority on Layoff and Recall

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

11.07 Layoff and Recall Rights

Seniority lists and layoff and recall rights for full-time employees shall be separate from seniority lists and layoff and recall rights for part-time employees, subject to Article 12.04 (1) (d), (e) and (g).

11.08 Retention & Accumulation of Seniority on Transfer Outside Bargaining Unit

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

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

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

11.09 Loss of Service and Seniority

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 12.07 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;

(NOTE: Any other provision(s) related to seniority that existed in the expiring Collective Agreement will be continued and numbered in sequence as provisions of this Article.)

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NOTE: Article 12 applies to Full-Time and Regular Part-Time Employees only.

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

- (a) provide the Union with no less than 5 months notice.
- (b) commencing at the time that notice is given to the Union, and prior to the giving of written notice to the employees if possible, jointly evaluate, plan and review:
 - the reason causing the layoff
 - the service the Hospital will undertake after the layoff
 - how the Hospital intends to effect the lay-off, including areas where layoffs will occur, and which employees will be laid off
 - ways the Hospital can assist employees to find alternate employment.
 - ways and means of avoiding or minimizing the impact, including:
 - identifying and reviewing possible alternatives to any action that the Hospital may propose taking;
 - identifying and reviewing ways to address on-the-job retraining needs of employees;
 - identifying vacant positions within the Hospital for which surplus members of the bargaining unit might qualify, or such positions which are currently filled but which are expected to become vacant within a twelve (12) month period.

- Identifying Contracting in opportunities
- Mapping bumping options for affected employees, to the extent possible.

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

12.02 Any agreement between the Hospital and the Union resulting from the above review concerning the method of implementation will take precedence over the terms of this Agreement.

12.03 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 written notice of permanent or long term layoff. To assist the employee in this process, layoff notices will contain, where possible, specific information on bumping options. It is agreed and understood that Regulation 327, Section 7, of the Employment Standards Act applies. It is further agreed that notice to both the Union and the employees may run concurrently.

After receipt of such written notice, affected employees will have a period of up to seven (7) calendar days to indicate to the Hospital their choice of options as outlined below. The Hospital agrees to meet with the affected employee(s) within seven (7) calendar days after it has received written notification of the employee(s) choice of entitlement, in order to verify his/her choice or to discuss alternatives.

An employee who has the right to displace another employee shall have the right to the same training period as would typically be accorded to a new employee. Such training period may commence prior to the anticipated layoff. Such training period shall be of no greater duration than the normal orientation period.

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

- 12.04 (1) An employee who is subject to permanent or long-term layoff shall have the following entitlements:
- (a) accept the layoff and be placed on a recall list for twenty-four (24) months from the date the actual layoff begins; or
 - (b) accept the layoff, and thereafter, at the Employers option, receive pay in-lieu of notice and not be required to report for work during the notice period. It is agreed and understood that during the period of notice the employee's wages and benefits will be maintained as if he/she were at work, and that his/her layoff will be deemed to have commenced at the end of the notice period.
 - (c) the employee may displace an employee within his or her own classification who has lesser bargaining unit seniority, or within an identical paying classification, or lower paying classification in his or her discipline or department, if the employee originally subject to layoff can perform the duties of the less senior employee within his or her classification, identical paying classification, or lower paying classification in his or her discipline or department without training other than orientation.
 - (d) If the full-time employee cannot displace a full-time employee in (c), the employee may displace a part-time employee within his or her own classification who has lesser bargaining unit seniority, or within an identical paying classification, or lower paying classification in her discipline or department, if the employee originally subject to layoff can perform the duties of the less senior employee in her classification, identical paying classification, or lower paying classification in her discipline or department without training other than orientation.
 - (e) If the part-time employee cannot displace a part-time employee in (c), the employee may displace a full-time employee within his or her own classification who has lesser bargaining unit seniority, or within an identical paying classification, or lower paying classification in her discipline or department, if the employee originally subject to layoff can perform the duties of the less senior employee in her classification, identical paying classification, or lower paying classification in her discipline or department without training other than orientation.
 - (f) If the employee cannot displace an employee in his or her discipline

or department, the employee may displace an employee who is a less senior employee in a lower or identical paying classification in another department, if the employee originally subject to layoff can perform the duties of the less senior employee in a lower or identical paying classification in another department without training other than orientation.

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

Clarity Note:

A full time or part time employee who exercises their displacement rights in (g) above may only do so in the event that no other same status employee with lesser bargaining unit seniority is available for displacement.

- (2) An employee who is subject to layoff for a period not greater than thirteen weeks shall have the following entitlements:
 - (a) accept the layoff and be placed on a recall list for twenty-four (24) months. During this period of layoff the employee may elect to receive payment of some or all of his/her earned vacation credits up to a maximum of the period of the layoff. It is understood that his/her vacation bank and entitlement will be appropriately reduced for that vacation year; or
 - (b) displace an employee within his or her classification who has lesser bargaining unit seniority, if the employee originally subject to layoff can perform the duties of the less senior in his or her classification in his or her discipline without training or orientation.

- (c) If the employee cannot displace an employee in (b), the employee may displace an employee who has lesser bargaining unit seniority in a lower or identical paying classification in his or her discipline, if the employee originally subject to layoff can perform the duties of the less senior employee in a lower or identical paying classification in his or her discipline without training or orientation.

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

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

12.07 An employee shall have opportunity of recall from a layoff to an available opening in his or her former classification, or an equal or lower paying classification than the one from which the employee was originally laid off, in order of seniority, provided he/she has the qualifications and ability to perform the work, before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been completed. An employee who is recalled shall be credited with the seniority he/she had at the time of the layoff.

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

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

- (b) (i) In addition to 12.08(a) a full-time employee who has displaced a part-time employee shall be entitled to return to the position he held prior to the layoff should it become vacant within twenty-four (24) months of the layoff, provided that the employee remains qualified and able to perform the duties of his former position.

- (ii) In addition to 12.08(a) a part-time employee who has displaced a full-time employee shall be entitled to return to the position he held prior to the layoff should it become vacant within twenty-four (24) months of the layoff, provided that the employee remains qualified and able to perform the duties of his former position.

12.09 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.

12.10 Where there is an available opening which has not been filled in accordance with Article 11.09, 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 11.09 (c).

12.11 In the event that an employee who has been laid off and is placed on a recall list is assigned, by the Hospital, ad hoc shifts or to a temporary vacancy, she will retain, but not accumulate his or her seniority and service held at the time of layoff, Employees in such assignments will be treated as part-time. Where an employee is recalled pursuant to Article 12.07, she will receive credit for service and seniority for shifts worked under this provision. Any assignments under this provision will be offered on a voluntary basis.

12.12 (a) Local Human Resource Plans will apply to Health Services Restructuring Commission directives. In other circumstances, the balance of this Article will apply.

(b) Before issuing notice of long term layoff pursuant to Article 12.03, and following notice pursuant to Article 12.01 (a), the Hospital will

make offers of early retirement allowance in accordance with the following conditions:

- i) The Hospital will first make offers in order of seniority in the departments(s) and in classifications where layoffs would otherwise occur. The Hospital will offer the same number of early retirements as the number of lay-offs it would otherwise make.
- ii) The Hospital will make offers to employees eligible for early retirement under the Hospital pension plan (including regular part-time, if applicable, whether or not they participate in the hospital pension plan).
- iii) If no employees on the unit affected accept the offer, the Hospital will then extend the offer to other employees in the same classification as that being affected in the bargaining unit in order of seniority.
- iv) The number of early retirements the Hospital approves will not exceed the number of employees in that classification who would otherwise be laid off.

An employee who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of two (2) weeks salary for each year of service, to a maximum ceiling of twenty-six (26) weeks salary.

- (c) Where an employee has received individual notice of long term layoff under Article 12.03 such employee may resign and receive a separation allowance as follows:
 - i) Where an employee resigns effective within thirty (30) days after receiving individual notice of long term layoff, she or he shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of sixteen (16) weeks pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation will be reimbursed for tuition fees up to a maximum of three thousand (\$3,000.00) dollars.
 - ii) Where an employee resigns effective later than thirty (30) days after receiving individual notice of long term layoff, her or she shall be entitled to a separation allowance of four (4) weeks

salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation will be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250.00) dollars.

ARTICLE 13 - TECHNOLOGICAL CHANGE

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

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

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

13.02 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 14 - JOB POST PROMOTION AND TRANSFER

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

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

- (a) illness;
- (b) accident;
- (c) pregnancy and parental leaves of absence;
- (d) leave of absence not expected to exceed twelve (12) months;
- (e) vacation;
- (f) specific tasks not expected to exceed twelve (12) 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 14.06.

When filling a vacancy which has resulted from the approval of a LTD or WSIB claim, the parties agree that the posting of such a vacancy will be on a temporary nature for a period not to exceed twenty-four months from the first day of illness. The successful candidate will have the option to revert back to their original position after six months and upon each subsequent six months anniversary of their transfer to the temporary position. If the employee wishes to remain in the temporary position, for the next period of six months, they will be granted the opportunity. This will not be subject to posting.

All subsequent temporary positions which are created as a result of the initial temporary position will be subject to the same terms/options above and will be reversed in conjunction with any changes related to the original temporary position.

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.

All bargaining unit job postings shall be posted simultaneously at all Hospital sites.

14.02 Notices of vacancies referred to in 14.01 shall include, for informational purposes: department, classification, qualifications.

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

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

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

14.06 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.

14.07 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.

14.08 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.

14.09 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.

14.10 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 14, and selection shall be made in accordance with Article 14.06. All provisions of Article 14 will apply to employees selected in accordance with this provision.

14.11 From time to time the job duties or scope of a bargaining unit position(s) may change in such a way as to represent a developmental opportunity, a specialization, or a broadening of duties for a limited number of employees within a department (or appropriate work unit), without increasing the complement of employees in the department.

When this occurs, the Hospital shall post this opportunity in the form of an information notice in the relevant department(s) for a period of at least seven (7) calendar days. A copy of the posted notice will be sent to the Local President or designate within the aforementioned seven (7) calendar days. Employees wishing consideration for these opportunities must express their interest, in writing, within the 7 day period referenced herein.

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

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

ARTICLE 15 - LEAVES OF ABSENCE

NOTE: The provisions of Article 15, Leaves of Absence, apply to full-time and regular part-time employees but do not apply to casual part-time employees.

15.01 Personal Leave

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

15.02 Union Business Leave

(a) Local Union Business Leave

The Hospital agrees to grant leaves of absence without pay to local bargaining unit members for the purpose of attending Union seminars and/or attending to Union business. The cumulative total leave of absence will be determined locally, but shall not exceed fifty (50) days per year per hospital.

(b) The Hospital agrees to provide twenty-five (25) days leave with pay per year to the Local Union President or their designee for the purpose of conducting Local Union Business as follows:

1. Three days during the months of January, February, March, April, May, October, November, two days in December.
2. One day during the months of June and September.

In the months when Labour-Management meetings are held, they shall be held on one of these days.

Invoices for all Union leaves will be forwarded to the Local's mailbox addressed to the Treasurer of the Union for verification before they are sent to OPSEU's head office by the Hospitals for payment. Invoices will identify the member's name, date(s) of leave, and the number of hours/days of leave taken. All billings will occur on a quarterly basis. Any discrepancies will be corrected prior to forwarding the claim to OPSEU for payment.

(c) Union Position Leave - F.T.

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

(d) 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 Health Professions 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.

- (e) For leaves of absence without pay for Union business under the terms of this clause, 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 within a reasonable period of time and the Union will reimburse the Hospital within a reasonable period of time. A copy of the bill will be forwarded to the Local at the same time it is sent to the Union. In addition, there shall be no loss of seniority during such leaves of absence.

15.03 Bereavement Leave

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

Immediate family, for the purposes of this section, shall mean spouse, child, parent, step-parent, sister, brother, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law and grandparent of spouse.

For the purposes of bereavement leave, the relationships specified in the preceding clauses are deemed to include a common-law spouse and a partner of the same sex in cases not addressed above.

An employee shall be granted one (1) day bereavement leave without loss of regular earnings to attend, if scheduled to work on the day of the funeral of her or his aunt or uncle.

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.

If the part-time employee's scheduled shifts fall within the period of bereavement, part-time employees will be credited with seniority and service for all such leave.

15.04 Jury and Witness Duty

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

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

In addition to the foregoing, where a full time employee is required by subpoena to attend a Court of Law or Coroner's Inquest, in connection with a case arising from the employee's duties at the Hospital, on his regularly scheduled day off 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.

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

15.05 (a) Pregnancy Leave

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

(Article 15.05 (a) (ii) is applicable to full-time employees and regular part-time employees only)

- (ii) Effective on confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan, and retroactive to date of confirmation by the Employment Insurance Commission, an employee who is on pregnancy leave as provided under this agreement and who is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the Employment Insurance Act, 1996, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eighty-four per cent (84%) of her regular weekly earnings and the sum of her weekly Employment Insurance pregnancy benefits during her leave and any other earnings. Such payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits, for a maximum period of 15 weeks for a pregnancy leave. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

This provision only applies to employees with at least 13 weeks of continuous service at the hospital prior to the commencement of the pregnancy leave.

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

- (iii) Transfer of Pregnant Employees

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

(b) Parental Leave

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

(Article 15.05 (b) (ii) is applicable to full-time employees and regular part-time employees only)

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

This provision only applies to employees with at least 13 weeks of continuous service at the hospital prior to the commencement of the parental leave.

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

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

Where an employee has become a natural father or has qualified to adopt a child and has at least 13 weeks of service at the commencement of his/her approved parental leave, such employee may be entitled to extend the parental leave up to an aggregate of six (6) months without pay. Such employee shall advise the Hospital as far in advance as possible of their qualifying to adopt, and shall request the leave of absence in writing upon receipt of confirmation of the pending adoption. Such request for an extension of the parental leave shall not be unreasonably withheld.

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

(Applicable to part-time employees only)

Where an employee has become a natural father or has qualified to adopt a child and has at least 13 weeks of service at the commencement of his/her approved parental leave, such employee may be entitled to extend the parental leave up to an aggregate of six (6) months without pay. Such employee shall advise the Hospital as far in advance as possible of their qualifying to adopt, and shall request the leave of absence in writing upon receipt of confirmation of the pending adoption. Such request for an extension of the parental leave shall not be unreasonably withheld.

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

15.06 Education Leave

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

15.07 Pre-Paid leave

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

15.08 Professional College Leave

An employee shall be entitled to leave of absence without pay for the purpose of writing recertification examinations set by their College according to its Quality Assurance Program.

15.09 Compassionate Care Leave

The Hospital agrees to abide by the legislation in effect as of October 2004 as it relates to Compassionate Care. Should there be changes to this legislation the parties agree that the conditions set out in the present legislation as of October 2004 will be honoured. Seniority shall accrue for the time of the leave.

ARTICLE 16 - SICK LEAVE AND LONG-TERM DISABILITY

NOTE: The provisions of Article 16, Sick Leave and Long-Term Disability, apply to full-time employees only.

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

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

- 16.02 The Hospital will pay seventy-five percent (75%) of the billed premium towards coverage of eligible employees under the long term disability plan (HOODIP or equivalent); employees shall pay the balance of the billed premiums through payroll deduction.
- 16.03 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.
- 16.04 Effective April 1, 2000, employees with 4 or more years service will be paid at the 100% benefit level for all incidences of absence covered by HOODIP.
- 16.05 Any dispute which may arise concerning an employee's entitlement to short-term or long-term benefits under HOODIP may be subject to grievance and arbitration under the provisions of this Agreement.
- 16.06 An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Workplace Safety Insurance Benefits for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit the employee would receive from Workplace Safety Insurance Benefits if the employee's claim was approved, or the benefit to which the employee would be entitled under the short term sick portion of the disability income plan (HOODIP or equivalent plan). Payment will be provided only if the employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by The Workplace Safety Insurance Board. If the claim for Workplace Safety Insurance Benefits is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.
- 16.07 Where an employee, employed as of the effective date of the transfer to HOODIP or equivalent, did not have the required service to qualify for pay out on termination, he shall be entitled to the same pay out provisions as set out in Article 16.06 above, providing he subsequently achieves the necessary service to qualify for pay out under those provisions.
- 16.08 The Hospital shall pay for such medical certificate(s) as it may require from time-to-time to certify an employee's illness or ability to return to work.

16.09 Medical Appeals Process

"If a claim for long-term disability is denied, the employee must fully comply with the carrier's Medical Appeal Process prior to filing a grievance, provided that the process is completed within 60 days of its inception unless that time is extended by mutual agreement of the Hospital and OPSEU."

ARTICLE 17 - HOURS OF WORK & OVERTIME

17.01 Work Week and Work Day

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

The normal or standard work week shall be an average of thirty-seven and one-half (37½) hours, with a normal or standard work day of seven and one-half (7½) hours except in those Hospitals where agreements already provide a standard or normal work week of less than thirty-seven and one-half (37½) hours per week and seven and one-half (7½) hours per day. (Those Hospitals with the lesser required hours shall reflect in the salary rates a pro-rata lesser amount compared with salaries for other Hospitals based on the ratio that the standard or normal hours of work at the Hospital concerned are to thirty-seven and one-half (37½) hours and shall appropriately reflect such hours in this Article).

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

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

The normal or standard work day shall be seven and one-half (7½) hours per day and the normal or standard full-time work week shall be an average of thirty-seven and one-half (37½) hours per week except in those hospitals where agreements already provide a normal or standard work day of less than seven and one-half hours and a normal or standard full-time work week of less than thirty-seven and one-half (37½) hours. (Those Hospitals with the lesser required hours shall reflect in the salary rates a pro-rata lesser amount

compared with salaries for other Hospitals based on the ratio that the standard or normal hours work at the Hospital concerned are to thirty-seven and one-half (37½) hours and shall appropriately reflect such hours in this article.)

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

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

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

It is understood that the above process will be administered in such a way as to avoid overtime situations where possible and without limiting the rights to overtime as set out in the Collective Agreement and will not negatively impact the exigencies of patient care.

Where overtime/extra hours are available, the Employer will offer those hours to qualified employees in the following manner:

- To part-time employees by seniority on a rotational basis.
- To full-time employees by seniority on a rotational basis.

17.02 Rest Periods

- (a) (applicable to full-time and part-time employees)

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

The Hospital agrees that if it is not possible to provide equivalent paid time off within 48 hours to an employee who misses a paid break due to exigencies of patient care, the employee shall receive an additional 15 minutes pay. It is the responsibility of the employee to advise the

manager or designate of the missed break as soon as possible and, in any case, prior to the end of the shift.

17.03 Overtime Definition

- a) Overtime shall be defined as being all hours worked in excess of the normal or standard work day, or in excess of the normal or standard work week, or all hours worked on the eighth consecutive day worked. The overtime rate shall be one and one-half (1½) times the regular straight time hourly rate of pay.
- b) If an employee is scheduled to work more than 7 consecutive days without a day off, the employee shall be paid at the rate of 1½ times their regular rate until they receive a day off, unless such schedule is mutually agreed upon by the Hospital and the employee.

NOTE: Article 17.04 is applicable to full-time employees only.

17.04 Overtime/Call Back Accumulation

Where an employee has worked and accumulated approved overtime hours (other than overtime hours related to paid holidays) or has accumulated hours for Call Back up to a maximum, then such employee shall have the option of electing payment at the applicable overtime rate or time off equivalent to the applicable overtime rate (i.e. where applicable rate is one and one-half times, then time off shall be at one and one-half times). Where an employee chooses the latter option, such time off must be taken within the period set out by the parties or payment in accordance with the former option shall be made. Further, such time off must be taken at a time mutually agreeable to the Hospital and employee.

The maximum for purposes of overtime/call back accumulation and the scheduling of time off shall be determined by the parties.

17.05 Missed Meal Breaks

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

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

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

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

17.06

Short Tours

Employees may work short shifts in accordance with the following:

- a) Effective _____, 2005 short tour arrangements may be instituted. Where the parties agree to establish short tour arrangements, such arrangements shall be filled through the job posting provisions of the collective agreement.
- b) Where an employee, the Union or the Hospital wishes to discontinue a short tour arrangement, the party wishing to do so shall give the other a minimum of twelve (12) weeks notice.

An employee hired to work short tours who decides to withdraw from a short tour agreement, or if the Hospital wishes to discontinue the short tour agreement, will be subject to the lay off provisions of the collective agreement.

- c) No employee may be scheduled to work a short tour or less than four **(4)** hours.
- d) An employee who works a short tour of four **(4)** hours shall be entitled to one paid fifteen-minute rest period.
- e) An employee who works a short tour of five (5) hours or more shall be entitled to one paid fifteen minute rest period and a half-hour unpaid meal period.
- f) Employees engaged in short tours shall be paid overtime rates for all hours worked in excess of each scheduled short tour averaged over 2 pay periods.
- g) It is understood that applicable shift premiums apply to short tour arrangements.

E 1 - PREMIUM PAYMENTS AND **A** **O**

18.01 Standby

An employee required to standby or remain available for call-back duty on other than regular scheduled hours shall be paid at the rate of three dollars (\$3.00) per hour of standby time (Effective April 1, 2003). Where such standby falls on any of the designated holidays listed in the collective agreement, the employee shall be paid at the rate of three dollars and fifty cents (\$3.50) per hour of standby time. Hours worked for call-back shall be deducted from hours for which the employee receives standby pay.

18.02 Call Back

An employee who is called to work after leaving the Hospital premises and outside of his regular scheduled hours, shall be paid a minimum of no less than four (4) hours' pay at time and one-half (1½) his regular straight time hourly rate for work performed on each call-in. In the event that such three (3) hour period overlaps and extends into his regular shift he will receive the four (4) hour guarantee payment at time and one half (1½) and his regular hourly rate for the remaining hours of his regular shift. The reference to leaving the Hospital premises referred to above will not be applicable where an employee remains in the Hospital on standby arrangement with the Hospital.

NOTE: Applicable to part-time employees only.

For purposes of clarification, Article 18.02 does not apply to prescheduled hours of work, Article 18.02 does not apply where the employee elects to work additional unscheduled hours made available by the Hospital.

18.03 Shift Premium

An employee shall be paid a shift premium of one dollar (\$1.00) per hour for each hour worked which falls within the normal hours of the evening shift, plus one dollar and twenty cents (\$1.20), and one dollar and twenty-five (\$1.25) cents for each hour worked which falls within the normal hours of the night shift, plus an additional one dollar and forty-five cents (\$1.45) provided that such hours exceed two (2) hours if worked in conjunction with the day shift. For purposes of this provision, the normal or standard evening and night shift each consist of 7.5 hours.

18.04 Weekend Premium

An employee shall be paid a weekend premium one dollar and fifty-five cents (\$1.55) 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.

18.05 Meal Allowance

An employee who continues to work more than two (2) hours of overtime immediately following his scheduled hours of work, shall be provided with a meal voucher valued at a maximum of seven dollars and fifty cents (\$7.50) or seven dollars and fifty cents (\$7.50) if the Hospital is unable to provide a meal voucher.

18.06 Transportation Allowance

When an employee is required to travel to the Hospital, or to return to his home, as a result of being called back to work outside of his regularly scheduled hours, the Hospital will pay transportation costs either by taxi or by his own vehicle at the rate of thirty-five cents (\$0.35) per kilometre or such greater amount that the Hospital may in its discretion determine for each trip. The employee will provide to the Hospital satisfactory proof of payment of such taxi fare.

18.07 Responsibility Pay

Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying classification in or out of the bargaining unit, for one full shift or more, he shall be paid a premium of \$1.07.

18.08 Time Off Between Shifts

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

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

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

18.09 Change of Schedule

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

Where an employee's schedule is changed by the Hospital with less than forty-eight (48) hours notice, she shall receive time and one-half (1½) of her regular straight time hourly rate for all hours worked on her next shift.

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

Where a part-time employee's scheduled shift is cancelled/changed from day to evening or night or any combination thereof by the Hospital with less than twenty-four (24) hours notice, she shall receive time and one-half (1½) of her regular straight time hourly rate for all hours worked on her next shift.

18.10 No Pyramiding

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

(NOTE: Any other Premium Payment provision(s) related to scheduling that existed in the expiring Collective Agreement will be continued and numbered in sequence as provisions of this Article.

ARTICLE 19 - PAID HOLIDAYS

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

The collective agreements shall provide twelve (12) paid holidays with appropriate payment to all employees. It is understood that the list of paid holidays may include a combination of designated and non-designated days such as float days, anniversary days, and birthdays.

The paid holidays are:

NEW YEARS DAY	LABOUR DAY
GOOD FRIDAY	THANKSGIVING DAY
EASTER MONDAY	CHRISTMAS DAY
VICTORIA DAY	BOXING DAY
CANADA DAY	EMPLOYMENT ANNIVERSARY DAY*
CIVIC HOLIDAY	
FLOATING HOLIDAY (1)	

*Employment Anniversary Day shall be given to eligible employees within thirty days before, or after, their actual anniversary date of employment.

**Floating Holiday shall be given to eligible employees during the calendar year. An employee must work up to his employment anniversary date each year to be eligible for the Floating Holiday(s).

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

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

The paid holidays are:

NEW YEARS DAY	LABOUR DAY
GOOD FRIDAY	THANKSGIVING DAY

EASTER MONDAY
 VICTORIA DAY
 CANADA DAY
 CIVIC HOLIDAY
 FLOATING HOLIDAY (1)

CHRISTMAS DAY
 BOXING DAY
 EMPLOYMENT ANNIVERSARY DAY*

*Employment Anniversary Day shall be given to eligible employees within thirty days before, or after, their actual anniversary date of employment.

**Floating Holiday shall be given to eligible employees during the calendar year. An employee must work up to his employment anniversary date each year to be eligible for the Floating Holiday(s).

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

An employee required to work on any of the designated holidays listed in the collective agreement shall be paid at the rate of time and one-half (1½) his regular straight time rate of pay for all hours worked on such holiday, subject to Article 19.03. In addition, he will receive a lieu day off with pay in the amount of his regular straight time hourly rate of pay times seven and one-half (7½) hours.

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

An employee required to work on any of the designated holidays listed in the collective agreement shall be paid at the rate of time and one-half his regular straight time rate of pay for all hours worked on such holiday, subject to Article 19.03.

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

19.04 (Applicable to full-time employees only)

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

(NOTE: Any other provision(s) related to Paid Holidays for full-time employees that existed in the expiring Collective Agreement will be continued and numbered in sequence as provisions of this Article.

ARTICLE 20 - VACATIONS

20.01 (a) (Article 20.01(a) is applicable to full-time employees only)

Employees 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.

Employees shall receive three (3) weeks vacation after one (1) year of continuous service.

Registered technologists shall receive four (4) weeks vacation after three (3) years of continuous service. Employees below Registered Technologist shall receive four (4) weeks vacation after three (3) years of continuous service.

Employees shall receive five (5) weeks vacation after thirteen (13) years of continuous service and six (6) weeks vacation after twenty-two (22) years of continuous service.

5 weeks after 13 years
 6 weeks after 22 years
 5 days – in 30th year only
 5 days – in 35th year only

An employee who has completed thirty (30) years of continuous service shall be entitled to an additional five (5) paid days of vacation, in that year only.

An employee who has completed thirty-five (35) years of continuous service shall be entitled to an additional five (5) paid days of vacation in that year only.

(b) (Article 20.01(b) is applicable to regular part-time employees only)

All regular part-time employees shall be entitled to vacation pay based upon the applicable percentage provided in accordance with the vacation entitlement of full-time employees of their gross salary

for work performed in the preceding year. Scheduling of vacations shall be in accordance with local scheduling provisions.

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

Notwithstanding this provision, the calculation of service for purposes of vacation entitlement will include service accrued during a pregnancy leave or parental leave on the basis of seniority accrual during such leaves in accordance with Article 11.03 (a) (ii) of the agreement.

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

NOTE: Article 20.02 is applicable to full-time employees only.

20.02 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.

The Employee must have been under the continuing care of a physician and provide appropriate documentation.

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

ARTICLE 21 - HEALTH AND WELFARE BENEFITS

NOTE: The provisions of Articles 21.01 to 21.03 with respect to Health and Welfare Benefits apply to full-time employees only.

21.01 The Hospital agrees to contribute towards the premium coverage of participating eligible employees in the active employ of the Hospital under the insurance plans as set out in Article 21.01 subject to their respective terms and conditions including any enrolment requirements. For newly hired employees, coverage as set out in Article 21.01 shall be effective the first billing date in the month following the month in which the employee was first employed subject to any enrollment or other requirements of the Plan. In no instance shall the first billing date for an employee occur later than the first day of the fourth full month following the month in which the newly-hired employee was first employed:

(a) Semi-Private Hospital Insurance

The Hospital agrees to pay one hundred percent (100%) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Liberty Health Plan or comparable coverage with another carrier.

(b) Extended Health Care

The Hospital shall contribute on behalf of each eligible employee seventy-five percent (75%) of the billed premium under the Extended Health Care Plan (Liberty Health \$15-25 deductible plan including hearing aids with a maximum of \$300.00 per person and vision care with a maximum of \$200.00 every 24 months per person, or its equivalent) provided the balance of the monthly premium is paid by employees through payroll deduction. The drug formulary shall be as defined by Liberty Health Formulary Three.

(c) Dental

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

Effective April 1, 2001, orthodontic coverage will be included for participating employees on a 50/50 co-insurance basis, with a lifetime maximum of \$1,000 per insured person.

(d) Group Life Insurance

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

(e) Same Sex Partner Coverage

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

21.02 Change of Carrier

It is understood that the Hospital may at any time substitute another carrier for any Plan (other than OHIP) provided the benefits are equivalent and are neither reduced nor increased. The Employer shall provide to the Union full specifications of the benefit programs contracted for before implementation of any change. Such substitution will not occur on less than (30) days notice to the Union.

21.03 Pension

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

21.04 Divisible Surplus

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

21.05 Part-Time Benefits

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

21.06 Benefits on Lay-off

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

21.07 Benefits on Sick Leave

Effective for absences beginning on or after April 1, 2000, the Hospital will pay the employer portion of the benefit premiums while an employee is on sick leave, including the EI period prior to the commencement of long term disability and LTD, to a maximum of 30 months from the date the absence began.

21.08 The Hospital will provide to all employees who retire, on or after January 1, 2003 and who have not yet reached age 65 and who are in receipt of the Hospital's pension plan benefits, semi-private, extended health care and dental benefits on the same basis as is provided to active employees, as long as the retiree pays the Employer the full amount of the monthly premiums in advance.

CL 2: - MODIFIED W

22.01 Modified Work

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

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

ARTICLE 23 - CONTRACTING OUT

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

ARTICLE 24 - WORK OF THE BARGAINING UNIT

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

ARTICLE 25 - CONTINUING EDUCATION

- 25.01 The Hospital and the Union recognize that continuing education is important for all employees and that they have shared interests and responsibilities in ensuring equitable access to it. Therefore:
- (i) The Parties will endeavour to maximize internal opportunities for training and development which may include but are not limited to: lunch hour programs, guest lecturers, trained employees training other employees, teleconferences, and access to in-house programs/seminars.

- (ii) Continuing education opportunities will be communicated within the department(s). Where access to an opportunity is limited, the Hospital will identify pertinent selection criteria, terms of payment, etc. Decisions about continuing education opportunities will be made at the departmental level within the context of employee, Hospital, and department/program needs.
- (iii) Where the employee requests it, the Hospital and the employee will jointly create an Annual Development Plan outlining joint continuing education goals and objectives.
- (iv) In the event of dissatisfaction with the way in which continuing education decisions are made at the departmental level, the issue will be considered by a continuing education sub-committee of the Labour Management Committee. This sub-committee will consider opportunities, employee needs, Hospital needs and department/program requirements. The sub-committee may make recommendation(s) to the Hospital.

ARTICLE 26 - COMPENSATION

26.01 When a new classification in the bargaining unit is established by the Hospital, or the Hospital makes a substantial change in the job content of an existing classification, the Hospital shall advise the Union of such new or substantially changed classification and the rate of pay which is established. If so requested within thirty (30) calendar days of such advice, the Hospital agrees to meet with the Union to permit the Union to make representations with respect to the appropriate rate of pay, providing any such meetings shall not delay the implementation of the new or substantially changed classification. Where the Union challenges the rate established by the Hospital and the matter is not resolved following the meeting with the Union, the matter may be referred to arbitration in accordance with the arbitration provisions contained in this collective agreement, it being understood that any arbitration board shall be limited to establishing an appropriate rate based on the relationship existing among other classifications within the Hospitals (which are covered by the O'Shea award) and the duties and responsibilities involved. It is further understood and agreed that when determining the appropriate rate, primacy must be given to the relationship between job classifications covered by this collective agreement and that such relativity must be maintained. Each change in the rate established by the Hospital either through meetings with the Union or by a Board of

Arbitration shall be retroactive from the time at which the new or substantially changed classification was first filled.

- 26.02 Claim for recent related experience, if any, shall be made in writing by the employee at the time of hiring on the application for employment form or otherwise. The employee shall cooperate with the Hospital by providing verification of previous experience within three (3) months of hire. The Hospital will credit the employee with one increment on the salary scale for every year of recent, related, full-time experience, as determined by the Hospital, to a maximum of one increment level 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.

(Article 26.03 is applicable to part-time employees only)

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

Notwithstanding this provision, the calculation of service for purposes of progression on the salary grid will include service accrued during a pregnancy leave or parental leave on the basis of seniority accrual during such leaves in accordance with Article 11.03 (a)(ii) of the agreement.

ARTICLE 27 - MULTI-SITE ISSUES

- 27.01 Where multi-site/location operations currently exist, or are anticipated, either party may bring forward issues for local bargaining in accordance with the Memorandum of Conditions for Joint Bargaining. Where a new multi-site or location operation arises after the signing of the collective agreement, at the request of either party, the parties will enter into negotiations to effect an agreement to address multi-site/location issues.

Such an agreement may encompass issues that have traditionally been deemed to be Central, subject to approval by the Central Parties. The issues appropriate for local negotiation may include, but are not restricted to: the process used to determine who works where and when, transportation allowance, cost of transportation (including parking), travel time, definition of headquarters, job posting procedure, health and safety, union

committees, standby, call back, and scheduling. The Local Parties may wish to use the Flexible Tours Model Agreement to address Hours of Work. Issues that are not appropriate for local negotiation are: Layoff and Recall, Hours of Work and Overtime (unless amended through the Model Agreement with respect to Innovative Scheduling/Flexible Scheduling Agreement).

Where the Local Parties are unable to negotiate an agreement on language that modifies central issues, the Central Parties will be invited to provide assistance. Where assistance from the Central Parties does not result in an agreement, and where the outstanding issues are only local in nature, the dispute will be resolved by mediation/arbitration. Where the matters in dispute are Central in nature, the manner of dispute resolution will be determined by the Central Parties.

ARTICLE 28 - JOB REGISTRY

28.01 A Central Repository of Job Openings in Participating Hospitals will be maintained and updated by OPSEU and posted on its Web Site. The Participating Hospitals will inform OPSEU, by way of e-mail or fax, of these job opportunities at the same time as they are posted at the hospital. This information will include the job requirements so employees viewing the listing can ascertain whether or not to make application. OPSEU members who are on lay off, or are in receipt of notice of layoff may apply to those vacancies.

These applications will be considered after the normal job posting procedure has been completed and no internal applicant has been selected.

If such an employee who applies through this process is selected, and accepts the position, such employee will transfer his accumulated service to the receiving Hospital for the purposes of placement on the wage grid and for vacation entitlement only. Placement on the wage or vacation grid means that the employee shall be placed at the same step in the grid the employee held in his previous position and shall progress through the grid thereafter on the basis of his service date from his former Hospital. It is understood that service for the purposes of determining seniority, and notice/severance under the Employment Standards Act, will be based upon the first day of employment with the receiving Hospital and will be governed by the terms of the receiving Hospital's collective agreement.

An employee changing Hospitals under this provision will be subject to the normal probationary period as outlined in the hiring Hospital's collective agreement (Article 11.01). During this probationary period the employee retains any right of recall he might have to his former Hospital. If for any

reason the new employment relationship ceases during the probationary period the employee will return to his former status as a laid off employee of the former Hospital.

After the successful completion of the probationary period the employee forfeits any right of recall to his former Hospital. Any monies that may be owing to the employee as a result of his termination from his former place of employment will be the responsibility of the former Hospital.

ARTICLE 29 - MODEL SCHEDULING AGREEMENTS

29.01 Extended Tours

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

MODEL AGREEMENT V RESPECT TO EXTENDED TOUR A

MEMORANDUM OF AGREEMENT

Between: The Scarborough Hospital -

And: The Ontario Public Service Employees Union
(on behalf of its Local 575)

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.

Re: Extended Tours

Article 1 - Work Unit and Employees Covered

This Agreement shall apply to all members of OPSEU Local 575 employed by The Scarborough Hospital on an extended tour schedule).

Article 2 - Hours of Work

2.1 The normal or standard extended work day shall be 11.25 hours per day.

- 2.2 The schedule shall be as posted in the workplace. The normal schedule for a full-time employee shall be 20 – 12 hour shifts over a six-week period, for a total of 225 paid hours. The normal extended work day is 11.25 hours. No more than three (3) consecutive extended tours will be scheduled without a day off. The exchange of shift(s) by employees will not result in overtime payment.
- 2.3 Failure to provide 22 hours between the commencement of an employee's scheduled shift and the commencement of such employee's next scheduled shift shall result in payment of one and one-half (1½) times the employee's regular straight time hourly rate for only those hours which reduce the 22 hour period. Where the 22 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.

The parties agree that the 22 hours may be reduced to 20 hours for the purpose of scheduling consecutive day shifts which require different start times. (i.e. Day Shift, Day 1 start time of 10 a.m. and Day 2 start time of 6 a.m.)

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 17.01 of the collective agreement.
- 3.02 For purposes of overtime the hours of work per week shall be averaged six (6) 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 Employees are entitled to an unpaid meal break of 15 minutes for each 3.75 hours worked.

Article 6 - Sick Leave and Long-Term Disability

(Applicable to Full-Time Employees Only)

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

Article 7 - Paid Holidays

(Applicable to Full-Time Employees Only)

7.01 Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times the number of hours for a normal or standard work day as set out in Article 17.01(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 (1½) his regular straight time rate of pay for **all** hours worked on such holiday, subject to Article 19.03. In addition, he will receive a lieu day off with pay in the amount of his regular straight time hourly rate of pay time seven and one-half (7½) hours.

Article 8 - Vacation

8.01 (Applicable to Full-Time Employees only)

Vacation entitlement as set out in Article 20.01 (a) will be converted to hours on the basis of the employee's normal work week.

(Applicable to Part-Time Employees only)

8.02 As set out in Article 20.01 (b) of the collective agreement.

Term

This agreement shall be in effect until either party, on written notice of ninety (90) days to the other party, terminates this Agreement. Upon receipt of notice a meeting shall be held between the parties within fifteen (15) days to discuss the termination.

Dated this _____ day of _____, 20__.

For the Union

For the Hospital

29.02 Innovative/Flexible Scheduling

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

MODEL AGREEMENT WITH RESPECT TO INNOVATIVE SCHEDULING AND FLEXIBLE SCHEDULING

OF THE TERMS AND CONDITIONS OF AGREEMENT

Between: The Scarborough Hospital -

And: The Ontario Public Service Employees Union
(on behalf of its Local 575)

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

Article 1 - Work Unit and Employees Covered

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

Article 2 - Hours of Work

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

Article 3 - Agreed Variation From the Collective Agreement

(Collective Agreement provisions to be varied.)

Article 4 - Rest Periods

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

Article 5 - Meal Periods

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

Article 6 - Local Provisions

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

Term

This Agreement shall be (Specify Term).

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

Dated this ___ day of _____, 20__.

For the Union

For the Hospital

29.03 Job Sharing Arrangements

Where the Hospital and the Union agree, job sharing arrangements may be entered into between the parties. Job sharing is defined as an arrangement where by two employees share the hours of work of one full-time position on a 50/50 basis. Subject to the provisions of Article 12, the position involved in the job sharing arrangement will be maintained as a full-time position in the Hospital's staffing complement.

The model agreement with respect to job sharing is set out below:

**MODEL AGREEMENT WITH
JOB SHARING**

MEMORANDUM OF AGREEMENT

Between: The Scarborough Hospital -

And: The Ontario Public Service Employees Union
(on behalf of its Local 575)

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

Article 1 - Work Unit and Employees Covered

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

Article 2 - Hours of Work

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

Article 3 - Status of Employees

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

Article 4 - Introduction

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

Article 5 - Discontinuance

- a) If one of the job sharers leaves the arrangement, her position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining employee will have the option of continuing in the full-time or another part-time position. If she does not continue full-time, the position must be posted according to the Collective Agreement.
- b) Either the Hospital or the Union shall have the option of cancelling this agreement after providing the other party with sixty (60) days written notice.

Dated this _____ day of _____, 20__.

FOR THE UNION

FOR THE HOSPITAL

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

29.04 The occupational classifications covered by this agreement and the wage rates for each such classification are set out in Schedule 'A'. The increases are effective on the specified dates for all hours paid on those dates and all subsequent hours.

(a) Purpose

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

(b) Application

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

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

(c) The total number of employees that may be accepted into the Pre-Paid Leave Plan in any one plan year as defined in Article 28.04(1) and from any one department shall be (number subject to local negotiations). Where there are more applications than spaces allotted, seniority shall govern subject to 28.04 (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 28.04 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.
- (d) The letter of application to enter the plan will be appended to, and form part of, the written agreement.
- (e) Deferral Plan

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

- (f) Deferred Earnings

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

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

- (g) Health and Welfare Benefits

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

Full-Time Employees Only

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

the Hospitals of Ontario Pension Plan will be in accordance with the Plan.

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

(h) Seniority and Service

Full-Time Only

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

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

(i) Assignment on Return

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

(j) Withdrawal Rights

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

(ii) On Leaving Employment

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

(k) Replacement Employees

The Hospital will endeavour to find a temporary replacement for the employee, as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. If, after a period of postponement, a suitable temporary replacement cannot be found, the Hospital will have the option of considering a further postponement or of collapsing the plan. The employee, subject to such a postponement, will have the option of remaining in the plan and rearranging the leave at a mutually agreeable time, or of withdrawing from the plan as outlined in Article 28.04 (j).

(l) Plan Year

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

(i) 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 30 - DURATION AND RENEWAL

30.01 This Agreement shall continue in effect until the 31st day of March, 2006 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:

30.02 (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.

Signed at Scarborough, Ontario the ____ day of _____, 2006

FOR THE UNION

FOR THE HOSPITAL

APPENDIX 'A'

Local Issues Appendix

BETWEEN:

THE SCARBOROUGH HOSPITAL
(Hereinafter referred to as "the Hospital")

And:

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(Hereinafter referred to as "the Union")
on behalf of its Local 575

A ICI 31 - SCOPE AND RECOGNITION

31.01 The Hospital recognizes the Union as the bargaining agent of all Medical Laboratory, Nuclear Medicine, Radiology, E.E.G., MRI, Ultra Sound and Cytology Technologists, Technicians, Technical Assistants and Registered Respiratory Therapists and Respiratory Technicians and, Polysomnographers and Cardiac Technicians employed by The Scarborough Hospital, save and except those above the rank of Charge, students in training, students employed during the school Vacation period, office and clerical workers, and employees covered by Subsisting Labour Agreements.

ARTICLE 32 - MANAGEMENT RIGHTS

32.01 The Union recognizes that the management of the Hospital and the direction of the working forces is fixed exclusively in the Hospital and shall remain solely with the Hospital and without limiting the generality of the foregoing, it is the exclusive function of the Hospital to:

- (a) maintain order, discipline and efficiency,
- (b) hire, assign, schedule, retire, discharge, direct, classify, transfer, promote, demote, layoff, recall, suspend, and otherwise discipline employees, provided that, if an employee claims that they have been discharged or disciplined without just cause, a grievance may be filed and dealt with in accordance with a grievance procedure.
- (c) establish, alter and enforce reasonable rules and regulations to be observed by the employees.
- (d) determine the kind and location of equipment to be used, the allocation and numbers of employees required from time to time, the services to be performed, and all other rights and responsibilities of management not specifically modified elsewhere in this agreement.

32.02 The Hospital will exercise its rights in a manner consistent with the provisions of this agreement.

ARTICLE 33 - DEFINITIONS

33.01 A full time employee is an employee who is regularly scheduled to work the normal full time hours of work as set out in article 17.01(a) of the collective agreement.

33.02 (a) A part time employee is an employee who works less hours per week than

the normal full time hours as set out in article 17.01 (a) of the collective agreement, or an employee who works full time hours of work on a temporary basis for a period not to exceed six (6) months.

- (b) Employees working less hours per week than that established for a regular full-time position, or employees working the equivalent hours of a full-time position on a temporary basis, shall be classified as part-time.

ART 34 – UNION REPRESENTATION AND

34.01 The Hospital agrees to recognize (10) union stewards to be elected or appointed from amongst employees in the bargaining unit.

34.02 The Hospital will recognize a grievance committee comprised of (3) members to be elected or appointed from the bargaining unit.

34.03 The parties mutually agree that there will be a Labour-Management Committee comprised of five (5) members for each party.

The Hospital agrees to inform the Union of any planning processes, where the Hospital intends to consider major policy revisions, rationalization of services, reorganization, reengineering, or the introduction of new programs and services.

34.04 The Hospital agrees to recognize a negotiating committee comprised of five (5) members to be elected or appointed from the bargaining unit. The Union agrees to recognize the Hospital's negotiating team which shall have equal representation.

Where the Union requires caucus time off for its members to prepare for bargaining, the Hospital shall grant reasonable caucus time, on an unpaid basis (but without loss of benefits or credits), and the Union will request such time off with no less than three (3) weeks notice.

34.05 The Hospital agrees that a Union representative shall be allowed a period of 15 minutes during regular working hours to interview newly hired employees during their probationary period.

35 - E I R ID SERVICE

35.01 Where an employee is hired prior to receiving permanent registration but after writing the registration exams, he/she will be terminated from the employ of the hospital if he/she does not pass these exams. Such termination shall not be the subject matter of a grievance or of the arbitration procedure.

An employee who is hired prior to receiving permanent registration who has not written his/her registration exams must successfully complete the registration requirements at the first available exam offering. In extenuating circumstances, the Hospital will consider a request to defer the examination for one sitting.

An employee who is not successful the first time he/she writes the registration exams will be terminated from the employ of the hospital, and such termination shall not be the subject matter of a grievance or of the arbitration procedure.

- 35.02 (a) Separate seniority lists for full-time and part-time Technical employees will be posted in January/July of each year with two copies sent to the Union.
- (b) By January 31st of each year, the Hospital will provide the Union with a master list that identifies all bargaining unit members. This list shall be provided in electronic format and will include the employees name, classification/job title, work location, hire date, adjusted hire date, seniority, status (full-time, part-time, leave of absence and type), and wage rate (including grid step).

36 - JOB POSTINGS PROMOTION AND I F S E E

36.01 When filling a vacancy which has resulted from the approval of a LTD or WSIB claim, the parties agree that the posting of such a vacancy will be on a temporary nature for a period not to exceed twenty-four months from the first day of illness. The successful candidate will have the option to revert back to their original position after six months and upon each subsequent six months anniversary of their transfer to the temporary position. If the employee wishes to remain in the temporary position, for the next period of six months, they will be granted the opportunity. This will not be subject to posting.

All subsequent temporary positions which are created as a result of the initial temporary position will be subject to the same terms/options above and will be reversed in conjunction with any changes related to the original temporary position.

ARTICLE 37 - LEAVES OF ABSENCE

37.01 (a) Local Union Business Leave - the parties agree that the total leave of absence will be fifty (50) days per year. Such leave should not interfere with the efficient operation of the Hospital. Only one (1) employee from each area at each site may be absent at any one time.

- Diagnostic Imaging
- Laboratory
- Respiratory

At least three (3) weeks' notice of any such leave is to be given. The employer agrees that it will not be unreasonable in its application of the above.

(b) The Hospital agrees to provide twenty-five (25) days leave with pay per year to the Local Union President or their designee for the purpose of conducting Local Union Business as follows:

1. Three days during the months of January, February, March, April, May, October, November, December.
2. One day during the months of June and September.

In the months when Labour-Management meetings are held, they shall be held on one of these days.

37.02 Invoices for all Union leaves will be forwarded to the Local's mailbox addressed to the Treasurer of the Union for verification before they are sent to OPSEU's head office by the Hospital for payment. Invoices will identify the member's name, date(s) of leave, and the number of hours/days of leave taken. All billings will occur on a quarterly basis. Any discrepancies will be corrected prior to forwarding the claim to OPSEU for payment.

ARTICLE 38 – SCHEDULING AND HOURS OF WORK

38.01 (a) (Applicable to Full-time Employees)

The normal or standard workweek shall be an average of thirty-seven and one-half (37.5) hours, averaged over two (2) pay periods.

(b) (Applicable to Part-time Employees)

The normal or standard workweek shall be an average of thirty-seven and one half

(37.5) hours, averaged over two pay periods.

- 38.02 Failure to provide twenty-two (22) hours between the commencement of an employee's scheduled shift and the commencement of such employees next scheduled shift shall result in payment of one and one-half (1.5) times the employee's regular straight time hourly rate for only those hours which reduce the twenty-two (22) hour period.

Where the twenty-two (22) 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. The parties agree that the twenty-two (22) hours may be reduced to twenty (20) hours for the purpose of scheduling consecutive day shifts which require different start times. (i.e. Day Shift, Day 1 start time of 10 a.m.; and Day 2 start time of 6a.m.)

- 38.03 (Applicable to Regular Part-time Employees)

Scheduled shifts shall be equitably distributed among part-time employees over the posted schedule taking into account the employees availability and Hospital patient care needs. A change in availability is subject to approval by departmental management.

- 38.04 (a) Shift schedules shall be posted six (6) weeks in advance. The schedule will be readily available to all staff twenty-four (24) hours per day. It shall be the responsibility of the employee to consult posted work schedules.
- (b) Employees affected by any changes to a posted schedule shall be notified at the time of any change to a schedule. An employee who does not receive notice of a change of shift shall not be required to work on the changed shift and shall not lose regular pay as a result of the changed shift.
- (c) Employees requesting changes to the posted schedule shall assume responsibility to provide coverage for their scheduled shifts. Such changes shall not result in premium payments that would not otherwise apply.
- (d) Shift exchanges between employees shall not be unreasonably denied. Where two employees exchange shifts, premium payments that would otherwise apply to the originally scheduled employee shall continue to apply to the replacement employee. No premium payment shall apply as a direct result of the exchange of shifts.

- 38.05 Employees working weekends only or permanent shifts other than the day shift must rotate to the day shift on at least one occasion in a calendar year for the purpose of evaluation and assessment. Employees will cover ten (10) working days

in a three (3) week period. At least four (4) weeks written notice will be given to any individual prior to their assessment period.

- 38.06 Employees will not be scheduled to work more than seven (7) consecutive calendar days. If an employee is scheduled to work more than seven (7) consecutive days without a day off, that employee shall be paid at the rate of one and one-half (1.5) times their regular rate until they receive a day off, unless such schedule is mutually agreed upon by the Hospital and the employee.
- 38.07 Regular days off shall normally be scheduled consecutively in groups of two (2) days off, unless mutually agreed otherwise between the employee and his or her supervisor. The parties agree that at times due to extenuating circumstances, this scheduling practice may not be possible. In such situations the Hospital agrees to meet with the Union prior to posting the schedule to discuss the nature, expected duration and potential alternative solutions.
- 38.08 Where an employee chooses to take time off for overtime accumulation such time off must be taken within ninety (90) days of the occurrence of the overtime at a time mutually agreeable to the Hospital and the employee; or payment shall be made. The parties agree that for the purposes of overtime accumulation, an employee can accumulate up to a maximum of 10 hours overtime worked or 15 hours overtime earned.
- 38.09 Extra hours that become available after the schedule is posted will be offered in the following order:
- To part-time employees by seniority on a rotational basis.
 - To interested full-time employees by seniority on a rotational basis. A full-time employee upon request will have his/her name added or deleted from the list of interested employees. Additions will be added by seniority after the completion of the current rotation.

It is understood that the above process will be administered in such a way as to avoid overtime situations where possible and without limiting the rights to overtime as set out in the Collective Agreement and will not negatively impact the exigencies of patient care.

38.10 **MISSED REST PERIODS**

The Hospital agrees that if it not possible to provide equivalent paid time off within 48 hours to an employee who misses a paid break due to exigencies of patient care, the employee shall receive an additional 15 minutes pay. It is the responsibility of

the employee to advise the manager or designate of the missed break as soon as possible and, in any case, prior to the end of the shift.

ARTICLE 39 – PREMIUM PAYMENTS & TRANSPORTATION/MEAL ALLOWANCE

39.01 Transportation Allowance

When an employee is required to travel to the Hospital, or to return to his home, as a result of being called back to work outside of his regularly scheduled hours, the Hospital will pay transportation costs either by taxi or by his own vehicle at the rate of thirty-five cents (\$0.35) per kilometre, or at the prevailing corporation rate, whichever is higher, to a maximum of twenty-five dollars (\$25.00) or such greater amount that the Hospital may in its discretion determine for each trip. The employee will provide to the Hospital satisfactory proof of payment of such taxi fare.

39.02 Pager Assignment

Where an employee is assigned to carry a pager over unpaid meal periods, such period is deemed to be paid work time, payable at the employee's regular straight time rate of pay.

13 T Consultations

When an employee, while on-call, is contacted at home for work related issues, they will try to resolve the issue over the telephone if at all possible. Where an issue can be resolved through telephone consultation, the employee shall receive one (1) hour's pay at the straight time hourly rate for each such consultation.

In situations that cannot be resolved by telephone, the on-call employee shall return to the Hospital site and the normal call back provision shall then apply. Documentation of the time, date and nature of the call/callback will be provided to the departmental manager at the beginning of the on-call technologist's next scheduled shift.

39.04 Uniform Allowance

If an employee is required to wear a uniform not supplied by the hospital, he/she will be entitled to a uniform allowance of seventy-two dollars (\$72.00) for full-time employee and thirty-six dollars (\$36.00) for part-time employees, payable once a year in January.

ARTICLE 40 - PAID HOLIDAYS**40.01 SCHEDULING OF PAID LIEU DAYS**

(Applicable to full-time employees only)

- (a) Employees may request a lieu day off with pay in the amount of his/her regular straight time hourly rate of pay times seven and one-half (7½) hours subject to Article 19.02(a) of the collective agreement, such requests must be approved by the manager. Alternatively, an employee may elect to receive two and one-half (2 1/2) times his/her straight time hourly rate of pay for all hours worked on a Holiday. The employee must indicate his or her preferred payment option prior to the posting of the schedule containing the paid holiday.
- (b) Paid lieu days must be taken within six pay periods following the working of the designated holiday.
- (c) Requests for paid days off will be requested within one pay period following the posting of the schedule containing the holiday. The scheduling of paid lieu days off will be mutually agreed to by the employee and department management and is subject to departmental policies and operational needs. However, the Hospital shall have the right to assign these days if not requested in the two-week timeframe.
- (d) Requests will be granted on a first come, first serve basis. Where two or more employees request the same day off at the same time, seniority will be the governing factor in the event all requests cannot be accommodated.
- (e) The scheduling of paid lieu days off will not take precedence over the provisions of Article 20 for purposes of seniority and scheduling.
- (f) Mutually agreed changes between employees shall not be unreasonably withheld, provided the paid lieu day is taken within six pay periods.
- (g) It is agreed that flexibility will be exercised if it is impossible for the Hospital to grant paid lieu day requests due to staffing requirements. It is further agreed that the Hospital in exercising this flexibility will consult with the employee as to a mutually convenient day.

40.03 If one of the above named Holidays occurs on an employee's regular day off or during his vacation period, the employee will be paid his holiday pay, and at his option, may receive an alternate day off without pay at a mutually agreeable time.

40.04 Holiday pay will be computed on the basis of the number of hours the employee would otherwise work had there been no holiday, at their regular rate of pay.

40.05 They must also work their full scheduled shift immediately preceding and immediately following the Holiday. However, an employee shall not lose their holiday pay if absent on either or both qualifying days, provided they are absent due to accident, bonafide illness or an approved Leave of Absence.

ARTICLE 41 - VACATIONS

41.01 (a) Employees will indicate their preferred vacation for the period of April 16th to December 31 by the last day of February of each year and such vacation shall be allocated as per Article 20.01-20.03 of the Agreement. After this date, vacation for this period will be allocated on a first come basis. After October 1st, the Hospital shall have the right to assign the remaining vacation days, unless specified as carry over days.

(b) The vacation schedule for the above period will be posted by April 15th.

(c) Employees will indicate their preferred vacation for the period January 1st to April 15th by October 1st of the previous year, and such vacation shall be allocated as per Article 20.01-20.03 of the Agreement. After this date, vacation for this period will be allocated on a first come basis.

(d) Five (5) days of earned vacation may be carried over; to be taken by March 31st of the following calendar year. Days to be carried over must be identified by October 1st. Vacation preference for days carried over must also be indicated by October 1st. After October 1st the Hospital shall have the right to assign the remaining vacation days.

(e) The vacation schedule for the period of January 1st to April 15th will be posted by November 1st.

(f) Mutually agreed changes between employees shall not be unreasonably withheld.

41.02 Vacation preference will be granted on the basis of occupational classification seniority within a particular section of a department, based on total Tours of Duty whether they are full-time or part-time.

ARTICLE 42 - COMPENSATION

42.01 The occupational classifications covered by this agreement and the wage rates for

each such classification are set out in Schedule "A". The increases are effective on the specified dates for all hours paid on those dates and all subsequent hours.

ARTICLE 43 - GENERAL

- 43.01 Where the Hospital directs employees to take C.P.R. re-certification courses every effort will be made to arrange for such courses to be offered on the Hospital premises during working hours. Arrangements for attendance at such courses will be scheduled at the discretion of the Hospital.
- 43.02 The employer will provide bulletin board space in mutually acceptable locations for the purpose of posting notices regarding meetings and other matters restricted to Union matters. Where such bulletin board is locked, the Union will be provided with a key. All such notices shall be signed by a member of the Union Executive. The Employer may request the Union to remove material that it finds objectionable.
- 43.03 The Union will reproduce sufficient copies of the Agreement. The cost being shared equally by the Hospital and the Union.
- 43.04 (a) Payment of wages, including all premium payments, will be made every other week and cover time worked in the two weeks, ending on the last shift of the immediately preceding Sunday. Any wages or premium payments omitted on a pay cheque of one (1) day's pay or more which is not caused by the employee's error or omission shall be paid to the employee within three (3) working days from the time the employer is notified.
- (b) Where an overpayment of wages has occurred, as identified by an employee or the Hospital, the parties shall agree on a schedule of repayment that is reasonable and does not create undue hardship on the employee.
- 43.05 The Hospital agrees to continue the present practice of supplying and maintaining protective "lab" coats at no cost to the employee.

ARTICLE 44 - MULTI-SITES ISSUES

44.01 Travel on Hospital Business

- (a) After commencing his/her shift and where the employee is requested by the Employer to go to another site to perform the duties of his/her classification:
- i) The Employer will provide the means of transportation and travel time between the sites; or,

- ii) The employee who uses his/her own vehicle will receive travel time and mileage between the sites from the Employer at the rate of thirty-four cents (\$0.34) per kilometre or at the prevailing corporation rate, whichever is higher.
 - (b) Where during his/her previous shift the employee is requested by the Employer to go to another site to perform the duties of his/her classification on his/her next shift:
 - i) The Employer will provide the method of transportation between the sites; or,
 - ii) The employee who uses his/her own vehicle will receive mileage between the sites from the Employer at the rate of thirty-four cents (\$0.34) per kilometre or at the prevailing corporation rate, whichever is higher, to a maximum of ten (10) kilometres.
- 44.02 It is understood that an employee is not required to use his/her personal vehicle for regular travel on Hospital business.
- 44.03 An employee who occasionally travels on Hospital business as noted in 44.01 above, and who is expected to transport Hospital equipment shall be provided with a vehicle for such purposes.
- 44.04 Reporting to the Hospital, returning from home or an alternate site, as defined in a multi-site job posting does not constitute regular travel on Hospital business.

ARTICLE 45 - MOBILITY OF : BETWEEN SITES

- 45.01 (a) Employees will normally be scheduled at one site, unless specified otherwise in the job posting. Employees who normally work at only one site may only be assigned to another site for purposes of educational needs, orientation or emergency. Where emergency or vacation coverage is required and not available at the employee's home site then the employer shall ask for volunteers from the other site. Assignment to another site will not be done in an arbitrary manner.
- (b) If an employee is required to change sites pursuant to article 45.01 (a) during her shift the employer will provide the means of transportation between the sites and such travel time will be deemed to be work time. However, an employee may use her vehicle and mileage will be paid at the rate of \$.35/km or the prevailing corporation rate, whichever is higher. Employees who pay for parking at one site will receive parking at the other site at no cost.

- (c) If an employee is required to change sites pursuant to article 45.01 (a) and received advance notice, which shall not be less than the previous shift, the employer will provide the means of transportation between the sites. However, an employee may use her vehicle and mileage will be paid at the rate of \$.35/km or the prevailing corporation rate, whichever is higher. Employees who pay for parking at one site will receive parking at the other site at no cost.

ARTICLE 46 – HEALTH & SAFETY

46.01 OCCUPATIONAL HAZARD

The parties acknowledge that Hospital policy is to provide the Post Exposure Prophylactic Program at no charge to employees and will continue to do so.

I OF UNDERSTANDING # 1
RE: OPSEU JOINTTRUSTEED BENEFIT PLAN

The Hospital agrees that when we are planning to market the health and welfare benefit plans, the OPSEU JOINTTRUSTEED BENEFIT PLAN will be allowed to tender assuming that they meet the Hospitals specifications.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING #2 **EMERGENCY CONDITIONS**

The Union and the Hospital agree to work jointly to minimize any adverse affects of any future emergency situations of an unexpected nature. Accordingly, in the event an emergency situation(s) arises, the Union and the Hospital agree that the Hospital will identify to the Union and the President of its Local 575, in no more than 24 hours of the occurrence, the nature of the emergency.

Discussions may include and are not limited to:

- the cause of the emergency
- determination of a schedule of meetings/conference calls to deal with the emergency situation
- issues of redeployment and reassignment of staff (including voluntary reassignment of staff) shall be signed off with the Union
- ways and means of avoiding or minimizing the impact to employees including:
 - identifying and reviewing possible alternatives to any action the Hospital plans to take
 - identifying vacant positions within the Hospital that members might qualify to be redeployed to

There shall be no loss of earnings, service or benefits for committee members attending these meetings. A committee member will be paid at the member's regular or premium rate as may apply.

SCHEDULE "A" WAGES - April 1, 2004

Classification	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
CHARGE RRCP/MRI Registered Tech/ Ultrasonographers	\$29.47	\$30.70	\$31.90	\$33.14	\$34.36	\$35.60	\$36.81	\$38.02
TECHNICIAN 3: Coordinators: MRI/Respiratory/Senior Echocardiographer	\$27.87	\$29.06	\$30.20	\$31.36	\$32.52	\$33.68	\$34.83	\$36.00
CHARGE TECHNICIANS: Nuclear Medicine Laboratory/Radiology	\$27.80	\$28.96	\$30.10	\$31.26	\$32.40	\$33.58	\$34.71	\$35.89
SENIOR TECHNICIANS: Nuclear Medicine Laboratory/Radiology	\$26.31	\$27.42	\$28.50	\$29.59	\$30.67	\$31.78	\$32.87	\$33.95
Technologists: RRCP*/MRI* Registered Tech./ Ultrasonographers*/ Cardiologists/ Polysomnographer	\$26.31	\$27.42	\$28.50	\$29.59	\$30.67	\$31.78	\$32.87	\$33.95
Technologists: Nuclear Medicine Laboratory/Radiology	\$24.82	\$25.85	\$26.88	\$27.92	\$28.95	\$29.97	\$30.99	\$32.03
Technician 5: Certified Cardiac Technician 2	\$23.39	\$24.28	\$25.17	\$26.06	\$26.93			
TECHNICIAN 4: Certified Respiratory Technician/Cardiac Technician 1 (non-certified)	\$22.09	\$22.93	\$23.76	\$24.62	\$25.45			
TECHNICIAN 1: Technical Assistant Ultrasound	\$16.76	\$17.39	\$18.01	\$18.65	\$19.30			

***Salary Note:** New hires out of school (in these job classes) would start at the GDT rate and then move to the new grid upon registration after probation (probation begins upon date of hire).

SCHEDULE "A" WAGES - April 1, 2005

Classification	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
CHARGE RRCP/MRI Registered Tech/ Ultrasonographers	\$30.35	\$31.62	\$32.86	\$34.13	\$35.39	\$36.67	\$37.91	\$39.16
Technical Clinical Coordinators: MRI/Respiratory/Senior Echsonographer	\$28.71	\$29.93	\$31.11	\$31.95	\$32.52	\$33.68	\$34.83	\$36.00
Charge Technologists: Nuclear Medicine Laboratory/Radiology	\$27.80	\$28.96	\$30.10	\$32.20	\$33.37	\$34.59	\$35.75	\$36.97
Senior Technologists: Nuclear Medicine Laboratory/Radiology	\$27.10	\$28.24	\$29.36	\$30.48	\$31.59	\$32.73	\$33.86	\$34.97
Technologists: RRCP*/MRI* Registered Tech./ Ultrasonographers*/ Cardiosonographers/ Polysomnographer	\$27.10	\$28.24	\$29.36	\$30.48	\$31.59	\$32.73	\$33.86	\$34.97
Technologists: Nuclear Medicine Laboratory Radiology/EEG	\$25.56	\$26.63	\$27.69	\$28.76	\$29.82	\$30.87	\$31.92	\$32.99
Technician 5: Certified Cardiac Technician 2	\$24.09	\$25.01	\$25.93	\$26.84	\$27.74			
Technician 4: Certified Respiratory Technician/Cardiac Technician 1 (non-certified)	\$22.75	\$23.62	\$24.47	\$25.36	\$26.21			
Technicians 1: Technical Assistant Ultrasound	\$17.26	\$17.91	\$18.55	\$19.21	\$19.88			

**Salary Note: New hires out of school (in these job classes) would start at the GDT rate and then move to the new grid upon registration after probation (probation begins upon date of hire).*

SCHEDULE "B" EXTENDED TOURS**Between****The Scarborough Hospital**
And**O.P.S.E.U. LOCAL 575**Re: Extended Tours**Article 1 – Work Unit and Employees Covered**

This Agreement shall apply to all members of OPSEU Local 575 employed by The Scarborough Hospital on an extended tour schedule.

Article 2 – Hours of Work

- 2.1 The normal or standard extended work day shall be **11.25** hours per day.
- 2.2 The schedule shall be as posted in the workplace. The normal schedule for a full-time employee shall be **20 – 12** hour shifts over a six-week period, for a total of **225** paid hours. The normal extended work day is **11.25** hours. No more than three (3) consecutive extended tours will be scheduled without a day off. The exchange of shift(s) by employees will not result in overtime payment.
- 2.3 Failure to provide **22** 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 **22** hour period. Where the **22** 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.

The parties agree that the **22** hours may be reduced to **20** hours for the purpose of scheduling consecutive day shifts which require different start times. (i.e. Day Shift, Day 1 start time of **10** a.m. and Day 2 start time of **6** a.m.)

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 this agreement or in excess of the normal or standard work week as set out in Article 17.01 of the collective agreement.

3.02 For purposes of overtime, the hours of work per week shall be averaged over six (6) 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 Employees are entitled to an unpaid meal break of 15 minutes for each 3.75 hours worked.

Article 6 – Sick Leave and Long-Term Disability

(Applicable to Full-Time Employees Only)

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

Article 7 – Paid Holidays

(Applicable to Full-Time Employees Only)

7.01 Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times the number of hours for a normal or standard work day as set out in Article 17.01(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 (1½) his regular straight time rate of pay for all hours worked on such holiday, subject to Article 19.03. In addition, he will receive a lieu day off with pay in the amount of his regular straight time hourly rate of pay times seven and one-half (7½) hours.

Article 8 – Vacation

(Applicable to Full-Time Employees Only)

8.01 Vacation entitlement as set out in Article 20.01(a) will be converted to hours on the basis of the employee's normal work week.

(Applicable to Part-Time Employees Only)

8.02 As set out in Article 20.01(b) of the collective agreement.

Term

This Agreement shall be in effect until either party, on written notice of ninety (90) days to the other party, terminates this Agreement. Upon receipt of notice a meeting shall be held between the parties within fifteen (15) days to discuss the termination.

DATED THIS _____ day of _____, 20__.

FOR THE UNION

FOR THE HOSPITAL

SCHEDULE "C"**COMPRESSED WORK WEEK SCHEDULE****Between****The Scarborough _____****And****O.P.S.E.U. Local 575****Article 1 – Work Unit and Employees Covered**

This Agreement shall apply to all members of OPSEU Local 575 employed by The Scarborough Hospital on a compressed work week schedule.

Article 2 – Hours of Work

- 2.1 The normal or standard work day for the compressed work week schedule shall be 9.375 hours per day.
- 2.2 The schedule shall be posted in the workplace. The normal schedule for a full-time employee shall be 4 – 10 hour shifts over a one-week period, for a total of 37.5 paid hours. No more than four (4) consecutive shifts will be scheduled without a day off. The exchange of shift(s) by employees will not result in overtime payment.
- 2.3 Failure to provide 22 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 result straight time hourly rate for only those hours which reduce the 22 hour period. Where the 22 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.

The parties agree that the 22 hours may be reduced to 20 hours for the purpose of scheduling consecutive day shifts which require different start times (i.e. Day Shift, Day 1 start time of 10 a.m. and Day 2 start time of 6 a.m.)

Article 3 – Overtime

- 3.1 Overtime shall be defined as being all hours worked in excess of the normal or extended work day, as set out in Article 2.1 of this agreement or in excess of the

normal or standard work week as set out in Article 17.01 of the collective agreement.

- 3.2 For the purposes of overtime the hours of work per week shall be averaged over two (2) pay periods.

Article 4 – Rest Periods

- 4.1 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

- 5.1 Employees are entitled to an unpaid meal break of 37.5 minutes for each 10 hour shift.

Article 6 – Sick Leave and Long-Term Disability

(Applicable to Full-Time Employees Only)

- 6.1 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 mutates mutandis.

Article 7 – Paid Holidays

(Applicable to Full-Time Employees Only)

- 7.1 Holiday Pay will be computed on the basis of the employee's regular straight time hourly rate of pay times the number of hours for a normal or standard work day as set out in Article 17.01(a).
- 7.2 An employee required to work on any of the designated holidays listed in the collective agreement shall be paid at the rate of time and one-half (1½) his regular straight time rate of pay for all hours worked on such holiday, subject to Article 19.03. In addition, he will receive a lieu day off with pay in the amount of his regular straight time hourly rate of pay times seven and one-half (7½).

Article 8 – Vacation

(Applicable to Full-Time Employees Only)

- 8.1 Vacation entitlement as set out in Article 20.01(a) will be converted to hours on the basis of the employee's normal work week.

(Applicable to Part-Time Employees Only)

8.2 As set out in Article 20.01(b) of the collective agreement.

Term

This Agreement shall be in effect until either party, on written notice of ninety (90) days to the other party, terminates this Agreement. Upon receipt of notice a meeting shall be held between the parties within fifteen (15) days to discuss the termination.

DATED THIS _____ day of _____, 20__.

FOR THE UNION

FOR THE HOSPITAL

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