

Collective Agreement

between

**Ontario Public Service Employees Union
on behalf of its Local 473**

and

St. Francis Memorial Hospital - Parameds

DURATION: April 1, 2019 – March 31, 2022



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ARTICLE 1 – PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain bargaining relations between the Hospital and its employees who are represented by the Union, and to provide an orderly procedure for the prompt and equitable disposition of grievances and complaints; to provide for means of ongoing communications and to provide for the maintenance of mutually satisfactory hours of work, wages and working conditions in the Hospital.
- 1.02 It is recognized that employees wish to work together with the Hospital to secure the best possible patient care for patients.

ARTICLE 2 – RECOGNITION

- 2.01 The Hospital recognizes the Ontario Public Service Employees Union as the sole and exclusive bargaining agent for all paramedical employees of the St. Francis Memorial Hospital at Barry's Bay, Ontario, save and except managers, persons above the rank of managers and persons for whom any trade union holds bargaining rights.

For purposes of clarity, paramedical employees include those categories of employees defined by the Ontario Labour Relations Board in its decision issued with the certificate of certification.

- 2.02 (a) FULL-TIME EMPLOYEE: is one who is employed on a permanent basis and who is scheduled to work the standard hours as specified in this Collective Agreement.
- (b) REGULAR PART-TIME EMPLOYEE: is one who regularly works less than the normal full-time hours as specified in this agreement and who makes a commitment to work on a regularly scheduled basis. In the event such employee is requested to be available for extra shifts, she shall make every reasonable effort to comply with such a request.
- (c) CASUAL PART-TIME EMPLOYEE: is one who is employed on a relief or replacement basis for less than the standard hours as specified in this agreement, and is available for call-ins as circumstances demand.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union acknowledges that the management of the Hospital and the direction of working forces are fixed exclusively in the Hospital and shall remain solely with the Hospital except as specifically limited by the provisions of this Agreement and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Hospital to:
- (a) maintain order, discipline and efficiency;
 - (b) hire, assign, discharge, direct, promote, demote, classify, transfer, layoff, recall, discharge or otherwise discipline employees provided that a claim of discharge or discipline without just cause may be the subject of a grievance and dealt with as hereinafter provided;
 - (c) determine, in the interest of efficient operation and highest standards of service, job rating and classification, the hours of work, work assignments, methods of doing the work, and the working establishment for the service and the location of work, and all other matters concerning the Hospital's operations, not otherwise specifically dealt with elsewhere in this agreement;
 - (d) generally to manage the operation that the Hospital is engaged in and, without restricting the generality of the foregoing, to determine the number of personnel required, methods, procedures and equipment in connection therewith;
 - (e) make, enforce and alter from time to time reasonable rules and regulations to be observed by the employees.

ARTICLE 4 - NO DISCRIMINATION OR HARASSMENT

- 4.01 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 her membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising her rights under the Collective Agreement.
- 4.02 It is agreed that there will be no discrimination or harassment by either party or by any of the employees covered by this Agreement on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed,

sex, sexual orientation, age, record of offences, marital status, family status or disability as defined in the *Ontario Human Rights Code*, as amended from time to time, or any other factor which is not pertinent to the employment relationship.

- 4.03 Every employee who is covered by this agreement has a right to freedom from harassment in the workplace in accordance with the *Ontario Human Rights Code* as amended from time to time.

ARTICLE 5 – UNION SECURITY (Dues Deduction)

- 5.01 The Hospital will deduct from each employee in the bargaining unit an amount equal to the regular monthly union dues designated by the Union. The amount of regular monthly dues shall be as certified to the Hospital by the Accounting Department of the Union from time to time. The amounts so deducted shall be remitted by the Hospital to the Union's Accounting Department no later than the 15th of the month following the month in which such deductions were made. In remitting such dues, the Hospital shall provide a list of the employees from whom deductions were made, including their status (i.e., full-time, regular part-time, casual, or on leave of absence greater than thirty (30) days). A copy of this list will be forwarded to the Union. In consideration of the deducting and forwarding of union dues by the Hospital, the Union agrees to indemnify and save harmless the Hospital against any claims or liabilities arising or resulting from the operation of this Article.
- 5.02 Employees shall receive a statement of deductions for Union dues in their T4 supplementary tax slip.

ARTICLE 6 – REPRESENTATION

- 6.01 The Hospital agrees to recognize a Negotiating Committee of up to two (2) employees plus the Union Staff Representative for the purpose of renewing the present Agreement, up to and including conciliation.
- 6.02 The Hospital acknowledges the right of the Union to appoint or elect stewards, whose duties shall be to assist any employee in preparing and presenting grievances in accordance with the grievance procedure. The Union acknowledges and agrees that these duties shall be performed in accordance with Article 6.03.

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

6.03 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 or her designate. Such permission shall not be unreasonably withheld. If, in the performance of her grievance duties, a Union Steward is required to enter an area within the Hospital in which she is not ordinarily employed, she shall report her presence to the supervisor or her designate in the area immediately upon entering it. When resuming her regular duties and responsibilities, such Steward shall again report to her immediate supervisor or her designate. A Union Steward shall suffer no loss of earnings for time spent in performing the above duties during her regular scheduled working hours.

6.04 A Joint Labour Management Committee will be constituted that will represent all OPSEU units at the employer.

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 three (3) representatives of the Hospital, and 3 representatives of the combined OPSEU units at the employer, as mutually agreed and shall meet at a time and place mutually satisfactory. The Committee shall meet quarterly, or as required at the request of either party. 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. It is agreed that the Union will strive, but not be limited, to having representatives from different departments to serve on this committee.

6.05 The Stewards and various committee members shall not suffer any loss in regular pay or benefits for time spent during their regular scheduled working hours in carrying out the above duties up to, and including conciliation.

6.06 Notwithstanding Article 6.02, employees shall have the right to the assistance of an OPSEU staff representative if they so desire. If access to the Employer's premises is required during working hours for the purposes of meetings other than those with the Employer, prior approval of the Administrator/designate must be obtained.

6.07 **Joint Health & Safety Committee**

- (1) 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.
- (2) Recognizing its responsibilities under the applicable legislation, the Hospital agrees that one (1) OPSEU member representing both OPSEU units at the Hospital shall participate on the Accident Prevention Health and Safety Committee.
- (3) Should a member of this bargaining unit participate as the OPSEU representative, such employee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- (4) The Hospital agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfil its functions.
- (5) Meetings shall be held every second month or more frequently at the call of the co-chairs, if required. The Committee shall maintain minutes of all meetings and make same available for review.

6.08 **SHARPS**

The Hospital, during the course of the term of this collective agreement, shall endeavour to use only "safety-engineered" needles and other medical sharps devices in order to minimize real or potential exposure to blood borne pathogens.

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

6.10 The Union shall keep the Chief Operating Officer notified in writing of the names of the Union representatives and/or Committee members and Officers of the Local Union appointed or selected under this Article as well as the effective date of the respective appointments.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 Any dispute involving the application, interpretation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable may be the subject of a grievance, and an earnest effort shall be made to settle such grievance fairly and promptly in the following manner:

Step 1

The aggrieved employee must first discuss the complaint/grievance with her immediate supervisor within fifteen (15) calendar days of becoming aware of the event giving rise to the complaint. Employees shall have the right, 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 may be imposed. Employees shall be made aware in advance of any meetings that may involve discipline and their right to Union representation.

Step 2

If no settlement is reached, the grievance may be filed in writing with the employee's immediate supervisor, provided this is done within twenty-two (22) calendar days of the incident giving rise to the grievance. The Article alleged to be violated and the remedy sought shall be set out in the grievance. A meeting shall be held within ten (10) calendar days of the date the grievance was filed.

The CEO or her designate shall respond to the grievance in writing within ten (10) calendar days of such meeting. Should no agreement be reached the grievance may proceed to arbitration as set out in Article 8.

7.02 **Discharge Grievance**

The release of a probationary employee shall not be the subject of a grievance or arbitration, except where the release is arbitrary, discriminatory or in bad faith.

Where an employee feels she has been unjustly discharged, the employee may file a grievance at Step 2 above within seven (7) calendar days of her notice of discharge.

7.03 **Union/Policy Grievance**

Both the Union and the Employer shall have the right to file at Step 2, a grievance based on a dispute arising out of the application, interpretation, or alleged violation of this Agreement. However, a Union grievance shall not include any matter upon which an employee is personally entitled to grieve and the regular grievance procedure shall not be bypassed. A policy grievance shall be presented in writing to the authorized Union representative or the CEO or their designates as the case may be, within fourteen (14) calendar days of the incident giving rise to the grievance. A reply to the grievance shall be given in writing within fourteen (14) calendar days.

7.04 Any grievance not initiated or processed within the time limits specified above shall be considered to be abandoned.

7.05 If a party fails to reply to a grievance within the time limits set out at any step above, the grievance may be submitted to the next step of the grievance procedure.

7.06 At any step of the grievance procedure, the time limits imposed upon either party may be extended by mutual agreement in writing.

ARTICLE 8 – ARBITRATION

8.01 **Composition of Board of Arbitration**

Any grievance which has been processed but not settled through the above grievance procedure may be submitted to arbitration in accordance with Article 8, providing such submission is made within fourteen (14) calendar days of the last written disposition by the responding party.

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the agreement, indicating the name of its nominee on an Arbitration Board. Within fourteen (14) calendar days thereafter, the other party shall answer by registered mail indicating the name and address of its nominee to the Arbitration Board. The two (2) nominees shall then select an impartial chairperson.

8.02 **Failure to Appoint**

If the recipient of the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a chairperson within fourteen (14) business days of their appointment, or within such other time as may be agreed upon, the appointment shall be made by the Minister of Labour upon the request of either party.

8.03 **Decision of the Board**

The decision of the majority shall be the decision of the Board. Where there is no majority decision the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify, or amend any of its provisions. However, the Board shall have the power to dispose of a discharge or a discipline grievance by any arrangement which it deems just and equitable.

8.04 Each of the parties hereto will bear the fees and expenses of the nominee appointed by it and the parties will jointly bear the fees and expenses, if any, of the Chairperson of the Arbitration Board.

8.05 The Hospital and the Union may, by written agreement, substitute a single arbitrator for a specific grievance or grievances, and the single arbitrator shall possess the same powers and be subject to the same limitations as a Board of Arbitration.

8.06 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.

ARTICLE 9 - STRIKE OR LOCKOUT

9.01 The Union agrees that there will be no strikes and the Hospital agrees that there will be no lockouts. The term "strike" and "lockout" shall bear the meaning given them in the *Ontario Labour Relations Act*.

ARTICLE 10 – SENIORITY

10.01 a) Newly hired employees shall be considered to be on probation for a period of 450 hours worked from date of hire. If retained after the

probationary period the employee will be credited with seniority and service from the date of hire. With the written consent of the Hospital, the President of the Local Union or designate, such probationary period may be extended. Any extension agreed upon will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration, except where the release is arbitrary, discriminatory or in bad faith.

- b) The seniority and service of full-time employees shall accrue from date of last hire. The seniority and service for part-time employees shall accrue based on the number of hours worked, other than call back. For conversion purposes sixteen hundred fifty (1650) hours of part-time seniority shall equate to one (1) year of full-time service.
- (c) (i) Notwithstanding Article 10.01 (b)
- (ii) Seniority shall accrue during a pregnancy leave or parental leave. For the purposes of pregnancy leave and parental leave, seniority accrual shall be determined by multiplying the average hours per pay period over the twenty eight (28) weeks prior to the commencement of the leave times the number of pay periods the employee is absent due to a pregnancy leave and/or parental leave up to a maximum of 52 weeks.

For the purpose of job competitions the hours will be calculated up to the pay period ending immediately prior to the closing date of the competition.

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

10.02 The Hospital shall provide a seniority list by March 30th and September 30th of each year, indicating the seniority accrued by employees up to and including the previous February 28th or August 31st respectively. Employees shall have thirty (30) calendar days from the date of posting to challenge the accuracy of the list. If no challenge to the list is filed in writing to the Hospital in this period, the list shall be accepted by all employees as correct for all purposes. A copy of the list shall be provided to the Unit Steward.

10.03 Seniority rights and the employee's employment shall be deemed to have terminated if she:

- (1) leaves of her own accord;
- (2) is discharged and the discharge is not reversed through the grievance and arbitration procedures;
- (3) has been laid off for a period of twenty-four (24) months;
- (4) fails upon being notified of a recall to signify her intention to return within five (5) calendar days after she 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 she has received the notice of recall or such further period of time as may be agreed upon by the parties;
- (5) fails to return to work upon termination of an authorized leave of absence or utilizes a leave of absence for purposes other than those for which the leave of absence was granted;
- (6) refuses to continue to work or to return to work during circumstances beyond the Hospital's control unless a satisfactory reason is given;
- (7) is absent from scheduled work without permission for three (3) consecutive working days unless a satisfactory explanation is given by the employee.
- (8) is absent due to illness or disability for a period of twenty-four (24) months, unless she has less than six (6) months service at the time the illness or disability commenced and is not eligible for long-term disability benefits. If the employee has less than six (6) months service at the time the illness or disability commenced and is not eligible for long-term disability benefits, this provision will apply after an absence equal to her length of service at the time the absence

commenced, subject to the applicable provisions of the *Human Rights Code*.

10.04

Effect of Absence:

- (a) 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, and the employee's anniversary date adjusted accordingly.

In addition, the employee will become responsible for full payment of subsidized employee benefits in which she 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 she is participating during the period of leave in excess of thirty (30) continuous days to ensure continuing coverage.

It is further understood that during such absence, credit for seniority shall be suspended and not accrue during the period of absence. Notwithstanding this provision, seniority shall accrue while an employee is on pregnancy leave under Article 16.05 and/or on parental leave under Article 16.06; or for a period of twelve (12) months if any employee's absence is due to disability resulting in WSIB or LTD benefits.

- (b) The Hospital agrees to provide, in response to an employee's request, her service and/or anniversary date.
- (c) Notwithstanding this provision, seniority shall accrue while an employee is on pregnancy leave under Article 16.05 and/or on parental leave under Article 16.06; or for a period of twenty-four (24) months if any employee's absence is due to disability resulting in WSIB or LTD benefits.

ARTICLE 11 - LAYOFF AND RECALL

11.01 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 five (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.

The Hospital agrees to provide all pertinent financial and staffing information and a copy of any reorganization plans to the Labour Management Committee.

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

11.03 In the event of layoff, the Hospital shall lay off employees in the reverse order of their seniority within their classification, providing that those employees who remain on the job have the qualifications and ability to perform the work.

Employees shall be entitled to three (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 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 fourteen (14) calendar days to indicate to the Hospital their choice of options as outlined below. Where requested, the employee will have the opportunity to meet with the hospital, and be provided with union representation to discuss the options. 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.

During the layoff process described in Article 11, an employee who has the right to displace another employee shall have the right to the same orientation training period that would typically be accorded to a new employee.

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

(a) accept the layoff and be placed on a recall list for twenty-four (24) months from the date the actual layoff begins.

(b) the employee may displace an employee who has lesser bargaining unit seniority and who is the least senior employee within his or her classification, identical paying classification, or lower paying classification in his or her discipline or department, if the employee originally subject to layoff can perform the duties of the least senior employee within his or her classification, identical paying classification, or lower paying classification in his or her discipline or department.

(c) If the full-time employee cannot displace a full-time employee in (b), the employee may displace a part-time employee who has lesser bargaining unit seniority and who is the least senior employee in her

classification, 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 least senior employee in her classification, identical paying classification, or lower paying classification in her discipline or department.

- (d) If the part-time employee cannot displace a part-time employee in (c), the employee may displace a full-time employee who has lesser bargaining unit seniority and who is the least senior employee in her classification, 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 least senior employee in her classification, identical paying classification, or lower paying classification in her discipline or department.
- (e) If the employee cannot displace an employee in his or her discipline or department, the employee may displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in another department, if the employee originally subject to layoff can perform the duties of the least senior employee in a lower or identical paying classification in another department.

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

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

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

11.08 The Hospital shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Hospital (which notification shall be deemed to be received on the fifth day following the

date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Hospital.

- 11.09 (a) Before issuing notice of long term layoff to Full-Time and/or regular Part-Time staff, the Hospital will offer a retirement allowance to employees fifty-five (55) years of age and over within the classification affected by the layoff. The retirement allowance will be offered to employees in order of seniority, to a maximum number equal to the number of positions being laid off.

An employee who elects the above option shall receive, following completion of the last day of work, **two (2)** weeks' salary for each year of seniority based on seniority as defined by the Collective Agreement to a maximum of **fifty-two (52)** weeks' salary.

An employee who exercises this option will be deemed to have terminated employment.

- (b) Where an employee has received individual notice of long-term layoff under Article 11.03 such employee may resign and receive a separation allowance as follows:
- (i) Where an employee resigns effective within thirty (30) days after receiving individual notice of long term layoff, she or he shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of sixteen (16) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation will be reimbursed for tuition fees up to a maximum of three thousand (\$3,000.00) dollars.
 - (ii) Where an employee resigns effective later than thirty (30) days after receiving individual notice of long term layoff, he or she shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation will be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250.00) dollars.

11.10 Rationalization of Services

Employees who are relocated or transferred to another employer by the Hospital will retain their seniority and service at the hospital for a 24-month period. Employees relocated or transferred shall have the right to post for vacancies that arise, prior to or subsequent to the relocation or transfer, at the Hospital for that 24-month period. If they are the successful applicant, they will return to the employ of the Hospital with seniority accrued and service intact but not accrued, for the period that the employee was relocated or transferred to another employer.

ARTICLE 12 – HOURS OF WORK

12.01 The normal daily hours of work shall not exceed seven and one-half (7 1/2) per day and seventy-five hours per two-week pay period.

Nothing in this Agreement shall be interpreted to mean a guarantee as to the number of hours of work.

12.02 An unpaid lunch period of one-half (1/2) hour shall be allowed for those employees working more than one-half of one day

12.03 Each employee shall be entitled, subject to the exigencies of patient care, to a fifteen (15) minute rest period in each half

12.04 Overtime shall be defined as being all hours worked in excess of the normal or standard work day, or in excess of seventy-five (75) hours in a two-week pay period. The overtime rate shall be one and one-half (1 1/2) times the regular straight time hourly rate of pay. All overtime hours must receive prior authorization by the Department Manager or her delegate whenever possible.

Notwithstanding the foregoing, overtime will not be paid for additional hours worked as a result of:

- i) a change in shift on the request of an employee; or
- ii) an exchange of shifts by two employees; or
- iii) a changeover to standard time from daylight saving time or vice versa.

In addition, no overtime premium shall be paid for a period of less than fifteen (15) minutes of overtime work. If authorized overtime amounts to

fifteen (15) minutes or more, overtime premium shall be paid for the total period in excess of the normal daily tour.

In emergency situations, it is understood and agreed that the employee shall work overtime when requested by the Hospital.

12.05 **Banked Overtime**

In lieu of taking payment for approved overtime or call-back, employees may bank up to seventy five (75) hours of straight time. This time can be taken as time off by mutual agreement between the employee and the manager. Approved overtime or call-back time in excess of seventy-five (75) hours shall be paid out.

12.06 **Work Schedules**

Work schedules shall be posted at least four (4) weeks in advance and shall cover a minimum of a six (6) week period. Notwithstanding this provision, the employees within a department may mutually agree with their Department Manager on alternate arrangements which are mutually satisfactory.

All changes to the posted work schedule must receive prior authorization by the Department Manager or her designate. An employee must be notified as soon as practical of any change in their posted schedule

12.07 (a) **Weekend Shift Premium**

Employees shall be paid a weekend premium of two dollars thirty-five cents (\$2.35) per hour worked for each hour worked between 2400 hours Friday to 2400 hours Sunday. Weekend premiums will not form part of the employee's straight time hourly rate.

(b) **Evening Shift Premium**

Employees shall be paid a shift premium of one dollar and eighty cents (\$1.80) per hour worked where the majority of the hours fall between 1500 hours and 2300 hours. Shift premium will not form part of the employee's straight time hourly rate.

(c) Night Shift Premium

Employees shall be paid a shift premium of two dollars and twenty cents (\$2.20) per hour worked where the majority of the hours fall between 2300 hours and 0700 hours. Shift premium will not form part of the employee's straight time hourly rate.

12.08 **Scheduling and Call-In**

The Hospital will endeavor to schedule regular shifts among Regular Part Time employees in an equitable manner. Call-in for additional shifts shall be offered on a seniority (as updated per schedule postings) and availability basis in the following manner:

- Regular Part Time's;
- Temporary part-time;
- Casual;
- Temporary full-time; and
- Full-time.

Shifts shall be offered first to employees that would not result in overtime. If the list has been exhausted and overtime shall incur, the shift shall be offered by following the same sequence noted above.

Shift cancellations shall be in the reverse order of seniority. The employer shall provide twenty-four (24) hours of notice of a scheduled shift cancellation. Where a scheduled shift is cancelled by the Hospital with less than twenty-four (24) hours' notice, the employee shall receive time and one half of her regular straight-time hourly rate for all hours worked on her next scheduled shift.

ARTICLE 13 – LEAVES OF ABSENCE

NOTE: The Provisions of Article 13 apply to any employee assuming a full-time or regular part-time position.

13.01 **Personal Leave**

Written requests for a personal leave of absence without pay will be considered on an individual basis by the employee's manager. 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.

If employee returns prior to the stated leave of absence dates, she/he will be available for call-ins only until end of the approved Leave of Absence.

13.02 (a) **Local Union Leave**

The Hospital agrees to grant leaves of absence without pay to local bargaining unit members for the purpose of attending Union seminars and/or attending to Union business. The cumulative total leave of absence shall not exceed thirty (30) days per calendar year per bargaining unit. Leaves of absence for Union business shall be applied for in writing on the prescribed form by the employee to her supervisor at least four (4) weeks prior to the contemplated commencement of the leave of absence and the application shall clearly state the length of time she/he shall be away from her work and the purpose of the leave of absence. Requests for leave submitted less than four (4) weeks in advance shall be considered by the Hospital and shall not be unreasonably refused and if approved, the employee shall be responsible for arranging his or her replacement.

In interpreting this clause, legitimate leave of absence for Union business shall include conventions, seminars, education programs or special executive board meetings. No more than two (2) employees shall be eligible for leave of absence for Union business at one time and not more than one (1) employee from one department. The maximum total number of days available annually for this bargaining unit to use for Union leave of absence purposes is thirty (30). When the Hospital requests the Union President or his/her delegate to attend meetings outside their regular shift, meeting time will be paid at the regular, straight time hourly rate.

(b) **Full-Time Union Position Leave**

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

(c) Where an individual of the bargaining unit represented by OPSEU is elected or appointed as an Executive Board Member, or Executive

Officer, 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 Hospital. Such positions shall be limited to two (2) members from the Hospital.

- (d) For leaves of absence without pay for Union business under the terms of this agreement, the employee's salary and applicable benefits will be maintained by the Hospital and the Union will reimburse the Hospital for the cost of salary and benefits. The Hospital will bill the Union and the Union will reimburse the Hospital within a reasonable period of time.

13.03

Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act* as amended from time to time, except where amended in this provision
- (b) The employee shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least four (4) weeks in advance thereof. The employee shall be reinstated to her former position unless the position has been discontinued in which case she shall be given a comparable job.
- (d) Employees newly hired temporarily to replace employees who are on approved pregnancy leave may be released and such release shall not be the subject of a grievance or arbitration, as long as it is not arbitrary, discriminatory or in bad faith. If retained by the Hospital, in a permanent position, the employee shall be credited with seniority from date of hire subject to successfully completing her or his probationary period.

The Hospital will outline to employees hired to fill such temporary vacancies the circumstances giving rise to the vacancy and the special conditions relating to such employment.

- (e) The Hospital may request an employee to commence pregnancy leave at such time as the duties of her position cannot reasonably be

performed by a pregnant woman or the performance or non-performance of her work is materially affected by the pregnancy.

- (f) An employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the Employment Insurance Act shall be paid a supplemental employment benefit for a period not exceeding fifteen (15) weeks. That benefit will be equivalent to the difference between eighty-four percent (84%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Receipt by the Hospital of the employee's Employment Insurance cheque stub shall constitute proof that she is in receipt of Employment Insurance pregnancy benefits. 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. The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment Insurance benefit.

In addition to the foregoing, the Hospital shall pay the employee eighty-four (84%) of her regular weekly earnings during the one (1) week period of the leave while waiting to receive Employment Insurance pregnancy leave benefits.

13.04

Parental Leave

- (a) Parental leave will be granted in accordance with the provisions of the *Employment Standards Act* as amended from time to time, except where amended in this provision.
- (b) Parental leave shall be granted for up to sixty-one (61) weeks if the Employee also took pregnancy leave under 13.03, and up to sixty-three (63) weeks in duration if the Employee did not, in accordance with the *Employment Standards Act*, as amended from time to time.
- (c) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.

In cases of adoption, the employee shall advise the Hospital as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation

of the pending adoption. If because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

- (d) The employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (c) above by written notification received by the Hospital at least four (4) weeks in advance thereof.
- (e) The employee shall be reinstated to her or his former position, unless that position has been discontinued, in which case the employee shall be given a comparable job.
- (f) Employees newly hired to temporarily replace employees who are on approved parental leave may be released and such release shall not be the subject of a grievance or arbitration, as long as it is not arbitrary, discriminatory or in bad faith. If retained by the Hospital, in a permanent position, the employee shall be credited with seniority from date of hire subject to successfully completing her or his probationary period.

The Hospital will outline to employees hired to fill such temporary vacancies, the circumstances giving rise to the vacancy and the special conditions relating to such employment.

- (g) An employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the Employment Insurance Act shall be paid a supplemental employment benefit for a period not exceeding ten (10) weeks. That benefit will be equivalent to the difference between eighty-four (84%) percent of the employee's regular weekly earnings and the sum of her or his weekly Employment Insurance benefits and any other earnings. Receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she or he is in receipt of Employment Insurance parental benefits and shall constitute proof that she or he is in receipt of Employment Insurance parental benefits. The employee's regular weekly earnings shall be determined by multiplying her or his regular hourly rate on her or his last day worked prior to the commencement of the leave times her or his normal weekly hours. The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment Insurance benefit.

Where an employee elects to receive extended [sixty one (61) weeks] parental leave benefits pursuant to the Employment Insurance Act, the amount of any Supplemental Employment Benefit by the Hospital will be equal to what would have been payable had the employee elected to receive standard [thirty-five (35) weeks] parental leave benefits pursuant to the Employment Insurance Act.

In addition to the foregoing, the Hospital shall pay the employee eighty-four percent (84%) of his or her regular weekly earnings during the one (1) week period of leave while waiting to receive Employment Insurance parental leave benefits.

13.05 **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.

13.06 **Bereavement Leave**

An employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for up to four (4) consecutive scheduled working days off without loss of regular pay from regularly scheduled hours for a parent or Step Parent, spouse, child or Step Child.

An employee who notifies the Hospital as soon as possible following a bereavement will be granted up to three (3) days off without loss of regular pay for scheduled hours, inclusive of the day of the funeral or memorial service, in order that the employee may make the arrangements for or attend the funeral or memorial service of a member of their immediate family. "Immediate family" means brother, sister, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent or grandparent of spouse, grandchild. Where an employee does not qualify under the above noted conditions, the Hospital may nonetheless grant a paid bereavement leave. The Hospital, at its discretion, may extend such leave with or without pay.

An employee shall be granted one (1) day bereavement leave without loss of regular pay from regularly scheduled hours to attend the funeral or memorial service of his or her aunt or uncle.

In special circumstances, an employee may request to utilize one (1) day of their entitlement, as described above, within six (6) months following the date of the bereavement for the purpose of attending an additional ceremony.

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

In addition to the foregoing, where an employee is required by subpoena to attend a court of law or coroner's inquest, in connection with a case arising from her duties at the Hospital, on her regularly scheduled day off or during her regularly scheduled vacation, the Hospital shall pay her regular straight time hourly rate for all hours of required attendance plus travel time. Any extra hours accrued in accordance with this paragraph will not be included when calculating overtime entitlement.

13.08 **Education Leave**

Where the Hospital directs, and the employee agrees, or where the employee proposes and the Employer agrees, to take an educational course to upgrade or acquire new employment qualifications, such employee shall receive regular pay while attending such course, it being understood and agreed that there shall be no premium pay as a result of the additional paid hours. 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.

13.09 **Emergency Leave**

Employees are entitled to job-protected unpaid emergency leave of up to ten (10) days each year as per the *Employment Standards Act* and will be processed according to Hospital Emergency Leave Policy dated 2005 05 11.

13.10 **Family Medical Leave**

Employees are entitled to an approved job-protected unpaid family medical leave of up to eight (8) weeks in a twenty-six (26) week period as per the *Employment Standards Act* and will be processed according to Hospital Emergency Leave Policy dated 2005 05 10. During this time, the employee may apply for compassionate care employment insurance (EI) benefits for a maximum of six (6) weeks.

- (a) An employee who is on compassionate care leave shall continue to accumulate seniority and service during the leave, and shall resume their former duties and position when returning to work.
- (b) If the employee is in the benefit plan and/or the Pension Plan, both the hospital and the employee may choose to continue to pay their respective shares of the benefits and pension premiums.

13.11 **Sick Leave and Long Term Disability**

- a) The provisions of Article 13.11 Sick Leave and Long Term Disability apply to full-time employees only. Pay for sick leave is only for the purpose of protecting the employee against loss of income when she is legitimately ill.

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

- b) 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.
- c) The Hospital will pay seventy five percent (75%) of the billed premiums toward 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.
- d) 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, where the Hospital requests such certificate(s).

13.12 No sick pay benefit is payable under HOODIP for the first fifteen (15) hours of absence for the sixth (6th) and subsequent period(s) of absence in the same fiscal year.

ARTICLE 14 - REPORTING PAY GUARANTEE

14.01 An employee who reports to work on her scheduled shift and is sent home by the Hospital due to lack of available work shall be paid her regular rate of pay for all time worked with a minimum guarantee of four (4) hours pay.

ARTICLE 15 - PAID HOLIDAYS

15.01 The Collective Agreement shall provide for twelve (12) paid holidays subject to the terms and conditions set out herein.

The following shall be recognized as designated holidays:

New Year's Day	Labour Day
Family Day (3 rd Monday in February)	Thanksgiving
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	

In addition, each full-time employee will be entitled to one (1) float holiday. A float holiday will be credited to each full-time employee's bank on September 30, provided that the employee has been paid for more than 800 hours (exclusive of standby and call-back) in the preceding six (6)

months. The float holiday must be used within the calendar year in which it is earned.

In the event that the Governor General or the Lieutenant Governor proclaims a statutory holiday, such day shall be substituted for the float holiday provided for under this Collective Agreement. Due to the nature of the services necessary in a hospital, many of the employees may be required to work on these holidays.

15.02 **(a) Applicable to Full-Time Employees**

An employee required to work on any of the designated holidays listed in the Collective Agreement shall be paid at the rate of time and one-half (1 1/2) her regular straight time rate of pay for all hours worked on such holiday, subject to Article 15.03. In addition, she will receive a lieu day off with pay in the amount of her regular straight time hourly rate of pay times seven and one-half (7 1/2) hours.

(b) An employee who is not replaced on any of the designated holidays listed in the Collective Agreement may, as mutually agreed between the employee and the Hospital work the designated holiday for her regular straight time rate of pay. In addition, she will receive a lieu day off with pay in the amount of her regular straight time hourly rate of pay times seven and one-half (7 1/2) hours.

(c) Applicable to Part-Time Employees

An employee required to work on any of the designated holidays listed in the Collective Agreement shall be paid at the rate of time and one-half (1 1/2) her regular straight time rate of pay for all hours worked on such holiday, subject to Article 15.03.

15.03 Where the employee is required to work on a designated paid holiday for which she is paid at the rate of time and one-half (1 1/2) her 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), she shall receive two (2) times her regular straight time hourly rate for such additional hours worked.

15.04 In order to qualify for pay for a holiday, a full-time employee shall complete her full scheduled shift on each of the working days immediately preceding and following the holiday concerned unless excused by the Hospital or the employee was absent due to:

- (a) legitimate illness or accident lasting more than five (5) full working days which commenced within a month of the date of the holiday;
- (b) vacation granted by the Hospital;
- (c) the employee's regular scheduled day off;
- (d) a paid leave of absence provided the employee is not otherwise compensated for the holiday.

15.05 A full-time employee who is on an unpaid leave of absence from the Hospital on the day a paid holiday falls shall not be entitled to receive holiday pay.

15.06 When a paid holiday occurs within the full-time employee's vacation period, such employee shall be entitled to receive a day off with pay at a time mutually agreed between the employee and the Hospital provided that the employee has worked her last scheduled shift prior to the vacation and her first scheduled shift after her vacation unless this absence was approved by the Department Manager.

15.07 An employee entitled to a lieu day, for a designated statutory holiday will take the lieu day within thirty (30) days on either side of the designated holiday at a mutually agreeable time or payment will be made.

ARTICLE 16 – VACATIONS AND VACATION PAY

16.01 (a) Applicable to Full-time Employees

Employees who have completed less than one (1) year of continuous service shall be entitled to vacation on the basis of 1.25 days (9.375 hours for employees whose regular hours of work are other than the standard work day) for each completed month of service with pay in the amount of four percent (4%) of gross earnings.

Employees shall receive three (3) weeks' vacation after one (1) year of continuous service, four (4) weeks after three (3) years of continuous service, five (5) weeks after thirteen (13) years of continuous service, six (6) weeks after twenty-two (22) years of continuous service and seven (7) weeks after twenty-eight (28) years of continuous service.

(b) Applicable to Part-Time Employees

- (i) All part-time employees shall be entitled to vacation pay based upon the applicable percentage provided in accordance with the vacation entitlement of full-time employees of their gross salary for work performed in the preceding year. Equivalent years of service shall be used to determine vacation pay entitlement and shall be calculated on the basis of one (1) year of service for each sixteen hundred fifty (1650) hours worked. Employees who presently receive eight percent (8 %) under this clause shall not suffer any reduction.
- (ii) All part-time employees shall be entitled to unpaid leave based upon the applicable percentage provided in accordance with the vacation entitlement of full-time employees of their gross salary for work performed in the preceding year. Equivalent years of service shall be used to determine vacation pay entitlement and shall be calculated on the basis of one (1) year of service for each sixteen hundred fifty (1650) hours worked. Employees who presently receive eight percent (8 %) under this clause shall not suffer any reduction.

Full-Time Increment	Vacation Entitlement (FT)	Part-Time Increment	Part-Time Vacation pay
Less than 1 year continuous service	1.25 days per month	Less than 1650 hours of continuous service	6 %
After 1 year of continuous service	3 weeks (1.25 days per month)	After 1650 hours of continuous service	6%
After 3 years of continuous service	4 weeks (1.67 days per month)	After 4,950 hours of continuous service	8%
After 13 years of continuous service	5 weeks (2.08 days per month)	After 21, 450 hours of continuous service	10%
After 22 years of continuous service	6 weeks (2.5 days per month)	After 36,300 hours of continuous service	12%
After 28 years of continuous service	7 weeks (2.92 days per month)	After 46,200 hours of continuous service	14%

16.02 Where an employee's scheduled vacation is interrupted due to serious illness or injury which either commenced prior to or during the scheduled vacation period, the period of such illness or injury shall be considered sick leave. "Serious" is defined as an illness or injury requiring the employee to be an in-patient in a hospital.

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.

16.03 Should an employee terminate with less than two (2) weeks' notice of termination, the vacation pay requirements of the *Employment Standards Act* will apply.

16.04 For the purpose of calculating vacation entitlement and pay the vacation year will be April 1 to March 31 of the following year.

16.05 The Hospital will post a vacation preference schedule by March 1st for the period of April 1st to March 31st of the upcoming year. Requests shall be submitted by April 1st, and the summer schedule shall be posted by May 1st each year and shall not be changed unless mutually agreed to by the employee and the Hospital. Where employees of the same department

request the same period of vacation and the Hospital is unable to allow for the number of employees having the same time off, then seniority of the employees concerned shall be the deciding factor.

Vacation Period	Request Date	Posting/Approval Date
April 1- September 30	January 15 th	February 1 st
October 1- March 31 st	August 15 th	September 1 st

16.06 (a) Vacation leave shall consist of two (2) consecutive weeks or two (2) one-week periods away from the workplace in any combination of days off and/or vacation credits for the prime time vacation period defined as June 15 through September 15 of each year, unless the employee requests in writing that the leave be taken in shorter or longer periods and the Manager agrees to the request.

- (b) For vacation requested subsequent to that in Article 16.05 such vacation should be requested in writing to the Department Manager, prior to the posting of the schedule and shall be approved on a "first come, first serve" basis recognizing the necessity of the Employer to maintain sufficient and qualified staff in each classification to ensure the efficient operation of the Hospital.
- (c) During the Christmas period, December 15 to January 5, employees shall not be granted vacation leave although extenuating circumstances will be considered by the Employer upon written request by the employee. Employees agree to work either the Christmas holiday or New Year's alternately year to year unless mutually agreed between the employee and the Employer. Normal scheduling arrangements may be waived to accommodate this special arrangement.

16.07 The Hospital will endeavour to accommodate the wishes of the employees with respect to the choice of vacation dates, subject to the right of the Hospital to operate the Hospital in an efficient manner.

ARTICLE 17 – CALL-BACK, STANDBY AND TRANSPORTATION

17.01 (a) **Standby**

An employee required to stand by or remain available for call-back duty on other than regular scheduled hours shall be paid at the rate of three dollars thirty cents (\$3.30) per hour of standby time. Hours worked for call-back shall be deducted from hours for which the employee receives standby pay. However, an employee shall be entitled to a minimum of five dollars (\$5.00) for each eight hour period on standby even if called back to work.

Where standby falls on any designated holidays provided in Article 15 the employee shall be paid at the rate of four dollars and ninety cents (\$4.90) per hour for all scheduled standby hours.

(b) **Call-back**

Where an employee is called back from standby, she shall receive time and one-half (1 1/2) her regular straight time hourly rate for all hours worked with a minimum guarantee of three (3) hours, except to the extent that such three (3) hour period overlaps or extends into her regularly scheduled shift. In such a case, she will receive time and one-half (1 1/2) her regular straight time hourly rate for actual hours worked up to the commencement of her regular shift.

It is understood and agreed that call-back pay shall cover all calls within the minimum three (3) hour period provided for above. If a second call takes place after three (3) hours have elapsed from the time of the first call, it shall be subject to a second call-back premium, but in no case shall an employee collect two call-back premiums within one such three (3) hour period.

17.02 **Transportation**

When employees are required to travel to the Hospital or to return home as a result of reporting to or off work between the hours of 2400-0600 hours, or at any time while on standby, the Hospital will pay transportation costs either by taxi or by the employee's own vehicle at the established hospital mileage rate or forty-one cents (\$0.41) per kilometer, whichever is higher to a maximum of twenty dollars (\$20.00) per round-trip, or taxi fare to a maximum of twenty dollars (\$20.00) per round-trip. The employee will provide to the Hospital satisfactory proof of payment of such taxi fare.

ARTICLE 18 – HEALTH AND BENEFIT COVERAGE

Note: The Provisions of Article 18- Health and Welfare Benefits- apply to full time Employees only.

18.01 **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 current Semi-Private Plan or comparable coverage with another carrier.

18.02 **Extended Health Care**

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 current Extended Health Care Benefits Plan or comparable coverage with another carrier providing for \$15.00 (single) and \$25.00 (family) deductible, providing the balance of monthly premiums are paid by the employees through payroll deductions. In addition to the standard benefits, coverage will include vision care (maximum \$250 every twenty-four (24) months).

18.03 Dental Plan

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 current Dental Plan or comparable coverage with another carrier (based on the current ODA fee schedule as it may be updated from time to time) providing the balance of the monthly premiums are paid by the employees through payroll deductions.

The Plan shall provide for recall oral examination to be covered once every nine (9) months.

18.04 Pension Plan

All employees presently enrolled in the Hospital's pension plan shall maintain their enrollment in the plan subject to its terms and conditions. New employees and employees not yet eligible for membership in the plan shall, as a condition of employment, enroll in the plan when eligible in accordance with its terms and conditions.

18.05 Group Life Insurance

The Hospital agrees to contribute one hundred percent (100%) toward the monthly premium of the current Group Life Insurance Plan or other equivalent group life insurance plan in effect for eligible employees in the active employ of the Hospital, subject to the eligibility conditions set out in the existing agreement.

18.06 Voluntary Life Insurance Plan

The Hospital also agrees to make the current voluntary Group Life Insurance Plan available to the employees, subject to the provisions of the Plan, at no cost to the Hospital.

18.07 Change of Carrier

It is understood that the Hospital may at any time substitute another carrier, including self-insurance by the Hospital, for any plan provided the benefits are equivalent and are neither reduced nor increased. The Hospital shall provide to the Union full specifications of the benefit programs contracted for before implementation of any change.

18.08 **Percentage in Lieu of Benefits- Part Time Employees only**

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 Hospital as part of direct compensation or otherwise, including holiday pay, save and except salary, vacation pay, standby pay, call-back pay, responsibility pay, jury and witness duty, bereavement leave and maternity supplemental employment benefits) an amount equal to fourteen percent (14%) for those employees not enrolled in the Hospital's pension plan and twelve percent (12%) for those who are enrolled in the pension plan. Notwithstanding the foregoing, all part-time employees may, on a voluntary basis, enroll in the Hospital's pension plan when eligible in accordance with its terms and conditions.

It is further understood and agreed that the part-time employee's hourly rate (or straight time hourly rate) in this Agreement does not include the additional percent which is paid in lieu of fringe benefits and, accordingly, the percent add on payment in lieu of fringe benefits will not be included for the purpose of computing any premiums or overtime payments.

A part-time employee has the option to bank their percentage in lieu of vacation. This banked amount will be paid out semi-annually, as a special payment separate from her regular pay - the first pay of June and the first pay of December. Twice a year, a part time employee also has the option to change from having her vacation amount banked and paid semi-annually back to having it paid out each pay or vice versa. The part-time employee must give payroll 30 days written notice prior to the first pay of June or the first pay of December in order to change the method of vacation payout.

18.09 **Benefits for Early Retirees**

The Hospital will provide to all full-time employees who reach age 57 and retire (including disability retirements) on or after November 21, 2015 and 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 Hospital their share of the monthly premiums in advance. The Hospital will contribute fifty percent (50%) of the billed premiums of these benefit plans.

18.10 **Benefits Age 65 and Older**

Semi-Private Hospital Insurance and Extended Health Care benefits will be extended to active full-time employees from the age of sixty-five (65) and up to the employee's seventieth (70th) birthday, on the same cost share basis as those employees under the age of sixty-five (65).

18.11 **Divisible Surplus**

The parties agree than 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.

ARTICLE 19 – PAYMENT OF WAGES

Note: The wage rates in effect during the term of this Agreement shall be those set forth in Appendix "A" attached to and forming part of this Agreement.

Note: Progression through the pay grid shall be earned on the basis of a year of accumulated seniority.

19.01 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 bargaining unit and the duties and responsibilities involved. 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.

19.02 Claim for recent related experience, if any, shall be made in writing by the employee at the time of hiring on the application for employment form or otherwise. The employee shall cooperate with the Hospital by providing verification of previous experience. The Hospital will credit the employee with one increment on the salary scale for every one (1) year of recent, related, full-time hospital experience, as determined by the Hospital, to a

maximum of one (1) increment levels below the maximum of the salary scale.

For the purpose of this clause, as it applies to part-time employees, part time experience will be calculated on the basis of 1950 hours worked equalling one year of experience.

19.03 **Certificates of Registration- RHPA Members**

Employees covered by this agreement and governed by an Ontario College under the *Regulated Health Professions Act* are required to present to the Unit Manager, in each calendar year, evidence that their Certificate of Registration is in good standing and currently in effect.

If the Certificate of Registration is suspended by the regulatory College for non-payment of the annual fee, the employee will be placed on non-disciplinary suspension without pay. If the Employee presents evidence that the Certificate of Registration has been reinstated, the employee will be reinstated to her position upon the presentation of such evidence to the Hospital.

Failure to provide evidence of reinstatement of the Certificate of Registration within ninety (90) calendar days of the employee being placed on non-disciplinary suspension by the Hospital will result in the employee being deemed to be no longer qualified and the employee shall be terminated from the employ of the Hospital. Such termination shall not be the subject of a grievance or arbitration as long as it is not discriminatory, arbitrary or in bad faith.

ARTICLE 20 - JOB POSTING, PROMOTION AND TRANSFER

20.01 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 ten (10) calendar days. Applications for such vacancies shall be made in writing within the ten (10) day period referenced herein. Each and every subsequent vacancy, after the above vacancy has been filled, will be posted for five (5) calendar days until such time all vacancies are filled.

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

- (a) Illness;
- (b) accident;
- (c) pregnancy and parental leaves of absence;
- (d) leave of absence not expected to exceed six (6) months;
- (e) vacation;
- (f) where temporary vacancies occur as a result of special onetime funding, the parties may agree to extend the timeline.

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 20.05.

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 her 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.

- 20.02 Notices of vacancies referred to in 20.01 shall include, for informational purposes: department, classification, qualifications.
- 20.03 A copy of the posted notice will be sent to the Unit Steward or her designate, within the aforementioned ten (10) calendar days.
- 20.04 The Hospital agrees to discuss with unsuccessful applicants ways in which they can improve for future postings, if requested.
- 20.05 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.

- 20.06 In matters of promotion and staff transfer, a successful bargaining unit applicant shall be allowed a trial period of up to four hundred and fifty (450) hours 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 her former job, the filling of subsequent vacancies will be reversed.
- 20.07 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 she shall receive no less an increase in wage rate than the equivalent of one step in the wage rate of her previous classification (provided that she does not exceed the wage rate of the classification to which she has been promoted).

ARTICLE 21 – GENERAL

- 21.01 Wherever the singular or feminine is used in this Agreement, it shall be considered as if the plural and masculine has been used where the context of the party or parties hereto so require.
- 21.02 All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the Administrator and their designate and the Unit Steward, with an additional copy provided to the Unit Steward for the Union's regional office.
- 21.03 Sufficient copies of this Agreement, in a mutually suitable form, will be delivered by the Union to a local representative of the Union for distribution to existing and new members of the Union. Costs for the preparation of the Agreements will be shared equally between the parties.
- 21.04 **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.

21.05 Contracting Out

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

21.06 Work of the Bargaining Unit

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

21.07 Influenza Vaccine

The parties agree that influenza vaccinations may be beneficial for patients and employees. Accordingly, the Employer and the Union agree that influenza at the Hospital shall be managed in accordance with the applicable policies contained in the Employer's Health and Safety Manual.

21.08 Hepatitis B Vaccine

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

21.09 Modified Work/Return to Work Programs

The Hospital and Union recognize the purpose of modified work/return to work programs, is to provide fair and consistent practices for accommodating employees who have been ill, injured or permanently disabled, to enable their early and safe return to work as per Health and Safety Manual, Return to Work Program (including Modified Work) policy.

When it has been medically determined that an employee is ready to return to work, and prior to an employee returning on modified work, the Hospital will notify and meet with the employee to discuss the circumstances surrounding the employees return to work. In all instances, the employee will be provided Union representation. A return to work plan will be created at this meeting.

ARTICLE 22 - BULLETIN BOARDS

- 22.01 The Hospital shall provide a bulletin board in each department for the purpose of posting notices to the Union. The Hospital agrees to provide a link to the OPSEU website on its employee intranet access webpage.

ARTICLE 23 - LETTERS OF REPRIMAND AND ACCESS TO FILES

- 23.01 Any letter of reprimand or suspension will be removed from the record of an employee eighteen (18) months following 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.
- 23.02 Each employee shall have access to her file up to two (2) times per year, for the purposes of reviewing any evaluations or formal disciplinary notations contained therein in the presence of the Employer. Where a compelling reason is provided to the Hospital, a further single request to review the file will be considered. A copy of the evaluation will be provided to the employee at her request.

ARTICLE 24- TECHNOLOGICAL CHANGE

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

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

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

Employees with one (1) or more years of continuous service, who are subject to layoff under conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as set forth above and the requirements of the applicable legislation.

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

ARTICLE 25 - DURATION AND RENEWAL

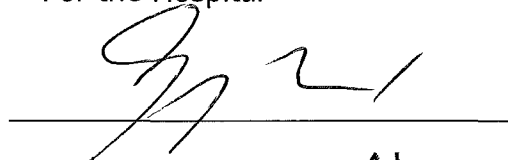
25.01 This Agreement shall take effect the date of agreement and shall continue in full force and effect until March 31, 2022 and shall continue automatically thereafter for annual periods of one (1) year each unless either party notifies the other in writing within ninety (90) days preceding the expiry date of this Agreement that it desires to amend or terminate this Agreement.

Signed this 20 day of June, 2019.

For the Union

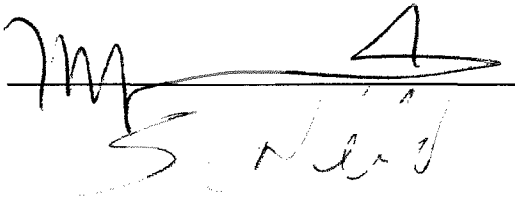
For the Hospital





Eric Campbell

Mary Ellen



Wendy

APPENDIX "A" – WAGE RATES

April 1, 2019	Start	1 year	2 Year	3 year	4 year	5 year	6 year	7 year	8 year
Charge Physiotherapist	38.63	40.15	41.70	43.23	44.79	46.28	47.86		
Charge Medical Radiation Tech	38.63	40.15	41.70	43.23	44.79	46.28	47.86		
D.I. Technologist	31.87	33.10	34.48	35.85	37.23	38.59	39.97	41.33	42.71
H.R. Technician	24.70	25.63	26.56	27.51	28.44				
Mammo Tech.	31.87	33.10	34.48	35.85	37.23	38.59	39.97	41.33	42.71
Pharmacy Technician	26.37	27.40	28.39	29.40	30.40				
Physiotherapist	33.59	35.91	38.24	40.57	42.88	46.56			
Resp. Therapist	31.87	33.10	34.48	35.85	37.23	38.59	39.97	41.33	44.00
Ultrasonographer	31.87	33.10	34.48	35.85	37.23	38.59	39.97	41.33	44.00
April 1, 2020	Start	1 year	2 Year	3 year	4 year	5 year	6 year	7 year	8 year
Charge Physiotherapist	39.30	40.86	42.43	43.99	45.57	47.09	48.70		
Charge Medical Radiation Tech	39.30	40.86	42.43	43.99	45.57	47.09	48.70		
D.I. Technologist	32.43	33.68	35.08	36.48	37.88	39.27	40.67	42.05	43.46
H.R. Technician	25.14	26.08	27.03	27.99	28.94				
Mammo Tech.	32.43	33.68	35.08	36.48	37.88	39.27	40.67	42.05	43.46
Pharmacy Technician	26.83	27.88	28.88	29.91	30.94				
Physiotherapist	34.17	36.54	38.91	41.28	43.63	47.38			
Resp. Therapist	32.43	33.68	35.08	36.48	37.88	39.27	40.67	42.05	44.77
Ultrasonographer	32.43	33.68	35.08	36.48	37.88	39.27	40.67	42.05	44.77
April 1, 2021	Start	1 year	2 Year	3 year	4 year	5 year	6 year	7 year	8 year
Charge Physiotherapist	39.99	41.57	43.17	44.76	46.37	47.92	49.55		
Charge Medical Radiation Tech	39.99	41.57	43.17	44.76	46.37	47.92	49.55		
D.I. Technologist	32.99	34.27	35.70	37.12	38.54	39.96	41.38	42.79	44.22
H.R. Technician	25.58	26.53	27.50	28.48	29.44				
Mammo Tech.	32.99	34.27	35.70	37.12	38.54	39.96	41.38	42.79	44.22
Pharmacy Technician	27.30	28.37	29.39	30.43	31.48				
Physiotherapist	34.77	37.18	39.59	42.00	44.39	48.20			
Resp. Therapist	32.99	34.27	35.70	37.12	38.54	39.96	41.38	42.79	45.56
Ultrasonographer	32.99	34.27	35.70	37.12	38.54	39.96	41.38	42.79	45.56

LETTER OF UNDERSTANDING #1

BETWEEN

THE ST. FRANCIS MEMORIAL HOSPITAL

AND

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION, PARAMED
(LOCAL 473)**

Re: Joan Sullivan

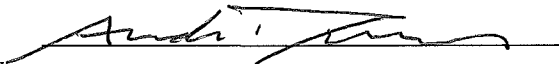
It is the intention of the parties that Joan Sullivan's (Pharmacy Technician) work week is an average of sixty (60) hours per two-week pay period with a normal work day of seven and one-half (7.5) hours per day, while she remains employed as a Pharmacy Technician by the Hospital.

Nothing in this Letter of Understanding shall be interpreted to mean a guarantee as to the number of hours of work.

Signed this 20 day of JUNE, 2019.

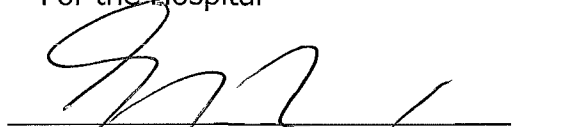
For the Union

For the Hospital



 Eric Campbell

 JM _____



 Mary Ellen

