

ORIGINAL

Collective Agreement

between

Ontario Public Service Employees Union
on behalf of its Local 142

and

Hotel-Dieu Grace Hospital
Windsor, Ontario

DURATION: April 1, 2009 – March 31, 2011



Sector 10
1-142-15-20110331-10

C.A.# 2341

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Article 01 - 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 ongoing means of communication between the Union and the Hospital and the prompt disposition of grievances and the final settlement of disputes and to establish and maintain mutually satisfactory 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 02 - Scope and Recognition

- 2.01 The Hospital recognizes the Union as the exclusive bargaining agent for all employees of Hotel-Dieu Grace Hospital in the City of Windsor and the County of Essex employed in its EKG Services, Respiratory Therapy Services, EEG Services and Echocardiography Services, including the Cardiovascular Technician in Nuclear Medicine, Medical Laboratory Services, Diagnostic Imaging Services (except Nuclear Medicine), Crisis Services, Social Work/Discharge Planning and Resource Utilization Services and any other Social Workers not defined above, Clinical Dieticians, and Pacemaker Services save and except supervisors, persons above the rank of supervisors, instructors, biochemists, office and clerical staff, students in training and employees covered by subsisting collective agreements.

Article 03 - Management Rights

- 3.01 The Union acknowledges the exclusive function of the Hospital to operate and manage the Hospital in all respects in accordance with its obligations and, subject to the express provisions of this Agreement without limiting the generality of the foregoing:
- (a) to direct the working force, including the right to hire, suspend, transfer, classify, promote, demote, layoff, recall, schedule work, assign work, increase or decrease the work force, assign employees to shifts, discipline and discharge subject to the right of an employee to lodge a grievance as hereinafter provided.
 - (b) generally manage the Hospital at its sole and absolute discretion and, without restricting the generality of the foregoing, to determine the number and location of the Hospital's establishments, the services to be

rendered, the methods, the work procedures, the kinds and locations of the Hospital equipment to be used, to select, control and direct the use of all materials required in the operation of the Hospital; to determine the work and services to be provided and performed, and to make, alter and enforce regulations governing the use of materials, equipment, services and facilities as may be deemed necessary in the interest of the Hospital's patients and public.

- (c) to maintain order, discipline and efficiency;
- (d) to establish and enforce rules and regulations.

3.02 Without restricting or limiting the generality of the preceding sub-article, the Hospital shall retain all its rights of management not inconsistent with the express provisions of this Agreement and will not exercise its rights or make or enforce regulations in a manner inconsistent with the provisions of this Agreement.

Article 04 - Definitions

- 4.01 The term "employee" when used in this Agreement shall mean a person employed by the Hospital within the bargaining unit described in Article 2.01 of this Agreement.
- 4.02 The term "Medical Radiological Technologist" when used in this Agreement shall mean an employee who is currently registered as an active member of the College of Medical Radiation Technologists (Ontario).
- 4.03 The term "Medical Laboratory Technologist" when used in this Agreement shall mean an employee who is currently registered as an active member of the College of Medical Laboratory Technologists of Ontario (CMLTO).
- 4.04 The term "Laboratory Technician" when used in this Agreement shall mean an employee employed with the hospital's Laboratory Department who is not required to complete a training program for Laboratory Technologists and who is not required to be an active member of the CMLTO.
- 4.05 The term "Medical Sonographer" when used in this Agreement shall mean an employee who is currently registered as an active member of the American Registered Diagnostic Medical Sonographer (ARDMS) Society and/or an active member of the Canadian Association of Registered Diagnostic Ultrasound Professionals (CARDUP).

- 4.06 The term "Charge Technologist" when used in this agreement shall mean an employee in a position above a senior technologist within the bargaining unit.
- 4.07 The term "probationary employee" when used in this Agreement shall mean an employee who has not acquired seniority as defined in this Agreement.
- 4.08 The term "full-time employee" when used in this Agreement shall mean a regular employee who regularly works thirty-seven and one-half (37 1/2) hours weekly or an average of seventy-five (75) hours in a biweekly pay period, exclusive of a daily lunch period of one-half (1/2) hour.
- 4.09 The term "part-time employee" when used in this Agreement shall mean a regular employee who regularly works less than seventy-five (75) hours in a biweekly pay period, exclusive of a daily lunch period of one-half (1/2) hour.
- 4.10 The term "Senior Technologist" when used in this Agreement shall mean an employee employed in a position above an MLT or MRT within the bargaining unit.
- 4.11 The term "Registered Respiratory Therapist/Registered Respiratory Care Practitioner" when used in this Agreement shall mean an employee who currently holds a general certificate of the College of Respiratory Therapists of Ontario (CRTO).
- 4.12 The term "Non-Registered Respiratory Therapist" when used in this Agreement shall mean an employee who currently holds a graduate or limited certificate of the College of Respiratory Therapists of Ontario (CRTO).
- 4.13 The term "Non-Registered Technologist" when used in this Agreement shall mean an employee who has completed a training program of an authorized school of medical technology, radiological technology, respiratory therapy or the equivalent, but who is not registered with his/her designated college.
- Non-registered technologists shall be paid the start rate of the Central Tech 4 grid and be changed to the Registered Technologist grid upon receipt of their certificate of registration by Human Resources (retroactive to the date of registration). The start rate of the Central Tech 3 grid will be used for X-ray students not yet finished their course.
- 4.14 The term "MRI Technologist" when used in this Agreement shall mean an employee who:
- (a) is a graduate of an approved program of Medical Imaging (formerly known as Diagnostic Imaging) Technology and is an active member of the College of Medical Radiation Technologists (Ontario); and/or the

Canadian Association of Registered Diagnostic Ultrasound Professionals
(CARDUP)

- (b) possesses a post-graduate M.R.I. certificate.
- 4.15 The term "EEG Technologist" when used in this Agreement shall mean an employee who has current registration with CBRET and has teaching hospital training with at least two years of experience.
- 4.16 The term "Echocardiography Technologist" when used in this Agreement shall mean an employee who is currently registered as an active member of the American Registered Diagnostic Medical Sonographer (ARDMS) Society and/or an active member of the Canadian Association of Registered Diagnostic Ultrasound Professional (CARDUP), and credentialed in Echocardiography or equivalent as determined by the Hospital in its absolute discretion.
- 4.17 The term "Registered Cardiovascular Technician" when used in this Agreement shall mean an employee who has received credentials from any of the following bodies: Cardiovascular Credentialing International, Cardiology Technologists Association of Ontario or the Canadian Society of Cardiology Technologists.
- 4.18 The term "Social Worker" when used in this Agreement shall mean an employee who is a graduate of an accredited university program with a Bachelor of Social Work and/or a Master of Social Work degree and is a current member of the Ontario College of Certified Social Workers.
- 4.19 The term "Crisis Worker" when used in this Agreement shall mean an employee who is a graduate of an accredited university program with a Bachelor of Social Work or Nursing and/or a Master of Social Work or Nursing degree and is employed in Crisis Services.
- 4.20 The term "Registered Clinical Dietitian" when used in this Agreement shall mean an employee who has completed a Bachelor's Degree with an approved internship program and is currently registered with the Ontario College of Dietitians.

Article 05 - No Discrimination or Harassment

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

- 5.02 (a) There shall be no discrimination practiced 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 (gender, including pregnancy), sexual orientation, age, marital status, family status, handicap (disability) or any other factor which is not pertinent to the employment relationship.
- (b) Where application of this Agreement adversely affects an employee or group of employees on the grounds listed in 5.02 above, the parties will negotiate accommodation measures to eliminate discrimination, provided that the accommodation does not cause undue hardship on one party, as defined in Section 17 of the Ontario Human Rights Code.
- 5.03 Every employee who is covered by this Agreement has a right to freedom from harassment in the workplace in accordance with the Ontario Human Rights Code.

Article 06 - No Strike/ No Lockout

- 6.01 The Union agrees there shall be no strikes and the Hospital agrees there shall be no lockouts so long as this Agreement continues to operate. The term "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act. It is also agreed that no employee employed within the bargaining unit described in Article 2.01 of this Agreement shall picket on the Hospital premises.

Article 07 - Union Security

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

Article 08 - Representation and Committees

- 8.01 (a) 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. A Union steward shall suffer no loss of earnings for time spent during her regular scheduled working hours in performing the above duties, up to and including the arbitration stage.

The Union acknowledges that the stewards and members of the Negotiating Committee have regular duties to perform on behalf of the Employer, and that such persons will not leave their regular duties without first obtaining permission from their immediate supervisor. Permission from the supervisor shall not be unreasonably withheld. The employee will report to her immediate supervisor directly upon their completion of Union business and return to work.

- (b) The Employer acknowledges the right of the Union to appoint or otherwise select six (6) stewards at least one per unit, with the Chief Unit Steward(s) included from among the six. It is recognized that in the event of an absence of a steward due to vacation, illness, the movement of personnel between sites, or personal leave of absence, the Union, in advance of such absence, will advise the Director of Human Resources of an alternate steward who will be recognized in the absence of the regular steward.

It is agreed that no more than one person, acting on behalf of the Union, will be absent at any one time from any one department.

- (c) The Hospital will endeavor to schedule the Local President and one other elected official, chosen by the Union, for a steady day shift including weekends and holidays, subject to the staffing requirements of the Departments. Such elected official must be in a different Department than the Local President. In the event the Hospital is unable to accommodate this provision, the Hospital will advise the affected Union official of the reasons.

8.02 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 composed of three (3) members representing each party 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) calendar days prior to the date proposed and an agenda of matters proposed to be discussed will be exchanged at least five (5) calendar days prior to the meeting.

- (b) The following provision applies to any reorganization or restructuring which occurs on or after the date of ratification by both parties. In the event of reorganization or restructuring of the Hospital, which will have potential adverse effects upon employees in the bargaining unit, the parties agree that they will discuss possible ways and means of avoiding or minimizing the impact, including:
 - (i) Identifying and proposing possible alternatives to any action that the Hospital may propose taking;
 - (ii) Identifying vacant positions within the Hospital for which surplus members of the bargaining unit might qualify, and seeking ways to address on-the-job retraining needs of employees.

To allow the Labour Management Committee Meeting to carry out its mandated role under this Article 8.02 (b), the Hospital will provide the Committee, with pertinent financial and staffing information and with a copy of any reorganization plans which impact on the bargaining unit.

8.03 Negotiating Committee

The Hospital acknowledges the right of the Union to elect or appoint from the bargaining unit a Negotiating Committee composed of four (4) members. The purpose of the Negotiating Committee shall be to negotiate a renewal of this Collective Agreement. Where the Hospital participates in central bargaining, the purpose of the Negotiating Committee shall be to negotiate local issues as defined in this Collective Agreement. Negotiating Committee Members shall suffer no loss of earnings for time spent during their regular scheduled working hours while attending negotiation meetings with the Hospital up to and including the conciliation stage. The Hospital agrees to reschedule to a working day for members of the Negotiating Committee, any days off which have been scheduled for negotiations.

8.04 The Union agrees to provide and maintain an up-to-date list of all Union representatives (including Union stewards, Union executive and negotiation committee) to the Director of Human Resources or designate.

8.05 All new employees will meet with a representative of the Union in the employ of the Hospital for a period of fifteen (15) minutes during the employee's probationary period, without loss of regular earnings. The purpose of such meeting is to acquaint the employees with such representative of the Union and the Collective Agreement. These interviews shall take place during the scheduled day for orientation. The Hospital will advise the Local President in advance of the time and place where orientation is to be held, the name(s) and department(s) where the employee(s) is to be assigned and the Union will advise the Hospital the name of the Union official who will be attending.

Article 09 - Accident Prevention - Health & Safety Committee

- 9.01 The Hospital and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.
- 9.02 Recognizing it's responsibilities under the applicable legislation, the Hospital agrees to accept as a member of it's Accident Prevention-Health and Safety Committee, one (1) representative per Committee selected or appointed by the Union from amongst bargaining unit employees.
- 9.03 Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- 9.04 The Hospital agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- 9.05 Meetings shall be held every second month or more frequently at the call of the Chair, if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- 9.06 The representative is appointed or selected in accordance with OPSEU policy. Time off for such representative(s) to attend meetings of the Accident Prevention-Health and Safety Committee in accordance with the foregoing, shall be granted and any representative(s) attending such meetings during their regularly scheduled hours of work, shall not lose regular earnings as a result of such attendance.
- 9.07 The Union agrees to endeavor to obtain the full cooperation of its membership in the observance of all safety rules and practices.
- 9.08 Any representative appointed or selected in accordance with 9.02 hereof, shall serve for a term of at least one (1) calendar year from the date of appointment. Time off for such representative(s) to attend meeting of the Accident Prevention – 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 under subsection 9(26) and 9(31) of the Act].

- 9.09 A worker who is required by the hospital to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the worker shall participate in such instruction and training. The hospital shall ensure that the personal protective clothing, equipment, or device it provides will be maintained in good condition.

Article 10 - Grievance & Arbitration Procedure

- 10.01 It is the mutual desire of the parties hereto that complaints shall be adjusted as quickly as possible. The parties agree, at the earliest stage of the grievance procedure, either party upon request is entitled to receive from the other, full disclosure. Employees 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. Where the Hospital deems it necessary to suspend, discipline or discharge an employee, the Hospital shall notify the Union, in writing, of such suspension or discharge.
- 10.02 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, applications, administration, alleged violation of the Agreement or whether a matter is arbitrable.
- 10.03 It is understood that an employee has no grievance until she has first given her Department Head the opportunity of adjusting her complaint. Such complaint shall be discussed with her Technical Director within fourteen (14) calendar days from the event giving rise to the grievance, or from when the employee should have reasonably become aware of the event giving rise to the grievance and, failing settlement within seven (7) calendar days, it shall then be taken up as a grievance within the seven (7) calendar days following her Technical Director's decision in the following manner and sequence:

Step No. 1

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

Step No. 2

Within seven (7) calendar days following the decision in the immediately preceding step, the grievance may be submitted in writing to the Director of Human Resources or designate of the Hospital. A meeting will then be held between the Director of Human Resources or designate and Unit Manager and the grievor, steward and Union staff representative within seven (7) calendar days of the submission of the grievance at Step No. 2 unless extended by agreement of the parties. It is further understood that either party may have such reasonable assistance as they may desire at such meeting. The decision of the Hospital shall be delivered in writing within seven (7) calendar days following the date of such meeting.

10.04 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 Step No. 2 within fourteen (14) calendar days following the circumstances giving rise to the grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which she could have instituted herself and the regular grievance procedure shall not be thereby bypassed. Where the grievance is a Hospital grievance, it shall be filed with the Local Union President or designate.

10.05 Group Grievance

Where a number of employees have identical grievances and each one would be entitled to grieve separately, they may present a group grievance in writing, signed by each employee who is grieving to the Department Head or her designate within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred. The grievance shall then be treated as being initiated at Step No. 1 and the applicable provisions of this Article shall then apply with respect to the handling of such grievance.

10.06 Discharge Grievance

A claim by an employee that she has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Hospital at Step No. 2 within seven (7) calendar days after the date of discharge is effected.

10.07 Failing settlement under the foregoing procedure, any grievance, including a question as to whether the grievance is arbitrable, may be submitted to arbitration as hereinafter provided. If no written request for arbitration is

received within fourteen (14) calendar days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned.

- 10.08 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 Hospital, the Union, and the employee(s).
- 10.09 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 Ministry of Labour for the Province of Ontario, shall have power to make such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to agree upon a Chairman of the Arbitration Board. If they are unable to agree upon such a Chairman within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a Chairman.
- 10.10 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance, unless the parties agree to a mediator/arbitrator.
- 10.11 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure unless agreed to by mutual parties.
- 10.12 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 10.13 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority, and where there is no majority, the decision of the chairman will be final and binding upon the parties hereto and the employee or employees concerned.
- 10.14 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the Chairman of the Arbitration Board.
- 10.15 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.

- 10.16 Wherever arbitration board is referred to in the agreement, the parties may mutually agree in writing to substitute a single arbitrator for the arbitration board at the time of reference to arbitration and the other provisions referring to arbitration board shall appropriately apply.

Article 11 - Letter of Reprimand and Access to Files

- 11.01 Any letter of reprimand or suspension will be removed from the record of any 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.
- 11.02 Each employee shall have reasonable access to her file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein in the presence of the Employer. A copy of the evaluation will be provided to the employee at her request. The Employer agrees that letters of discipline will only be kept on file in the Employee's official Personnel record.

Article 12 - Seniority

- 12.01 Newly hired employees shall be considered to be on probation for a period of sixty (60) working days from date of last hire (450 hours worked for part-time employees). 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 her designate, such probationary period may be extended. It is understood and agreed that any extensions to the probationary period will not exceed an additional sixty (60) working days (450 hours worked for part-time employees) or such lesser period as may be agreed by the parties.
- 12.02 The Employer agrees to supply and post seniority lists of all employees within the bargaining unit as of June 30th and December 31st of each year. One list shall show the names of the full time employees, their date of hire, their bargaining unit seniority date and their classification. The other list shall show the names of part time employees, their accrued seniority hours and their classification.

In the event of layoff within the bargaining unit, the Hospital shall provide the Union with updated seniority lists as of the date of the pay period ending prior to the Notice to the Union of the layoff. Said seniority lists shall be set out as above but employees shall be listed by seniority by department. Said seniority lists shall be provided to the Local President within two (2) weeks of receiving the notice of layoff.

- 12.03 (a) The seniority list will contain the employee's name, classification, department, date of hire and seniority which is expressed as a date for full-time employees and as hours worked for part-time employees.
- (b) Notwithstanding Article 12.03 (a) seniority shall accrue during a pregnancy leave in accordance with the Employment Standards Act. For the purposes of pregnancy leave and parental leave, seniority accrual shall be determined by multiplying the average weekly hours over the 12 months preceeding the leave, times the number of weeks the employee is absent due to a pregnancy leave up to a maximum of 17 weeks and/or the number of weeks the employee is absent due to a parental leave up to a maximum of 35 weeks (or a maximum of 37 weeks in the case of a parental leave for an adoption), whichever is applicable.

12.04 Seniority shall be retained by an employee in the event she 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 her seniority on the basis of 1762 hours worked for each year of full-time seniority. 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 of seniority for each 1762 hours worked. It is understood that the maximum seniority accumulation for part-time employees in any one calendar year shall be 1762 hours.

12.05 (a) Effect of Absence

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

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

In addition, the employee will become responsible for full payment of subsidized employee benefits in which 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 the 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 accrued during the period of

absence. Notwithstanding this provision, seniority shall accrue for a period of thirty (30) months if any employee's absence is due to disability resulting in WCB or LTD benefits.

- (ii) Notwithstanding Article 12.05 (a) (i), service and seniority will accrue for a maximum period of seventeen (17) weeks if an employee's absence is due to pregnancy leave and for a maximum period of thirty-five (35) weeks if an employee's absence is due to a parental leave. In addition, the Hospital will continue to pay its share of the premiums of the subsidized employee benefits in which the employee is participating from seventeen (17) weeks from the commencement of the leave while the employee is on pregnancy leave and for up to thirty-five (35) weeks from the commencement of the leave while the employee is on parental leave, unless the employee does not intend to pay her contributions.

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

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

- (a) a period of less than (12) twelve months or such longer period as the parties may agree upon; or,
- (b) a specific term of appointment, including temporarily replacing an employee outside of 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, she shall be credited with seniority held at the time of transfer and shall resume accumulation from the date of her return to the bargaining unit.

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

- (a) leaves on her own accord;
- (b) is discharged and the discharge is not reversed through the grievance or arbitration procedure;
- (c) has been laid off without recall pursuant to Article 13.06 for twenty-four (24) months;

- (d) is absent from scheduled work for a period of three (3) or more consecutive working days, without notifying the Hospital of such absence and providing a reason satisfactory to the Hospital;
- (e) fails to return to work upon termination of an authorized leave of absence, vacation or suspension 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 her intent to return within ten (10) 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 on the date and time indicated;
- (g) is absent due to illness or disability for a period of thirty (30) months unless 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. 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.

Article 13 - Layoff and Recall

13.01 In the event of a permanent or long term lay-off (in excess of thirteen (13) weeks) nature, the Hospital will:

- (a) Provide the Union with no less than five (5) months notice.
- (b) Meet with the Union through the Labour Management Committee to review the following:
 - The reason causing the layoff;
 - Service the Hospital will undertake after the layoff;
 - The method of implementation including the areas of cutback and the number of employees to be laid off;
 - 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
- Ways the Hospital can assist employees to find alternate employment.

13.02 Any agreement with the Union and the Hospital resulting from the above review concerning the method of implementation will take precedence over other terms of lay-off in this Agreement.

13.03 In the event of layoff, the Hospital shall identify the discipline, classification and status (full-time, part-time) where the layoff is to occur. Layoffs shall be in inverse order of seniority within the discipline, classification and status identified above, 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. Where requested, the employee will have the opportunity to meet with the hospital, and be provided with union representation to discuss the 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.

13.04 (1) An employee who is subject to a layoff shall have the following entitlements:

a) Before issuing notice of long term layoff pursuant to article 13.01 and following notice pursuant to Article 13.01(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 disciplines and in the classifications and status where layoffs would otherwise occur. The Hospital will offer the same number of early retirements as the number of layoffs it would otherwise make.

ii) If no employees in the discipline affected accept the offer, the Hospital will then extend the offer to other employees in the same classification and status within the department in order of seniority.

iii) If no employees in the department affected accept the offer, the Hospital will then extend the offer to other employees in

the same classification and status within the bargaining unit in order of seniority.

- (iv) 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).
- (v) The number of early retirements the Hospital approves will not exceed the number of employees in that classification and status who would otherwise be laid off.
- (vi) Should an employee outside of the discipline and/or department accept an early retirement allowance the employee originally identified for layoff will be transferred to the vacancy created by the early retirement, if they are qualified to perform the work required.

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 fifty-two (52) weeks' salary.

- (b) If after making offers of early retirement, individual layoff notices are still required, prior to issuing those notices the Hospital will offer a voluntary early exit option in accordance with the following conditions:
 - (i) The Hospital will first make offers in the disciplines and classifications and status where layoffs would otherwise occur. If more employees than are required are interested, the Hospital will make its decision based on seniority.
 - (ii) If insufficient employees in the discipline affected accept the offer, the Hospital will then extend the offer to employees in the same classification and status within the department. If more employees than are required are interested, the Hospital will make its decision based on seniority.
 - (iii) If insufficient employees in the department affected accept the offer, the Hospital will then extend the offer to other employees in the same classification in other departments. If more employees than are required are interested, the Hospital will make its decision based on seniority.

- (iv) In no case will the Hospital approve an employee's request under (i) and (ii) and (iii) above for a voluntary early exit option, if the employees remaining are not qualified to perform the available work.
- (v) The number of voluntary early exit options the Hospital approves will not exceed the number of employees in that classification who would otherwise be laid off. The last day of employment for an employee who accepts a voluntary early exit option will be at the Hospital's discretion and will be no earlier than thirty (30) calendar days immediately following the employee's written acceptance of the offer.
- (vi) Should an employee outside of the discipline and/or department accept a voluntary exit allowance the employee originally identified for layoff will be transferred to the vacancy created by the early retirement, if they are qualified to perform the work required.

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

- (c) Where an employee has received individual notice of long term layoff under Article 13.01 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 nature, 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.

(d) An employee who is subject to layoff shall have the following entitlements:

(i) accept the layoff

(ii) displace an employee within her discipline who has lesser bargaining unit seniority and who is either the least senior full-time or part-time employee in a lower or identical paying classification, providing such employee can perform the duties of the lower or identical paying classifications; or

(iii) (Applies to applicable services)

Displace an employee within the department who has lesser bargaining unit seniority and who is either the least senior full-time or part-time employee in either a lower or identical paying classification, working on either days/afternoons (all rotations) or afternoons/midnights (permanent shift) providing such employee can perform the duties of the lower or identical paying; or

(iv) If the employee cannot displace an employee in 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 within the bargaining unit, if the employee originally subject to layoff can perform the duties of the least senior employee in the lower or identical paying classification in another department within the bargaining unit.

(v) An employee who has the right to displace another employee under the above provisions 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.

(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 the duration of the temporary layoff. 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 and status who has lesser bargaining unit seniority and who is the least senior employee within his or her classification, if the employee originally subject to layoff can perform the duties of the least senior in his or her classification in his or her discipline with no further training other than orientation.
- (c) If the employee cannot displace an employee in (b), the employee may displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in his or her discipline and status, if the employee originally subject to layoff can perform the duties of the least senior employee in a lower or identical paying classification in his or her discipline with no further training other than orientation.

13.05 An employee who displaces an employee in a lower classification shall be placed, after a period of thirty (30) calendar days at a grid level in the new classification that represents the least possible decrease in wage.

13.06 Laid off employees shall maintain all seniority rights and shall have the ability to apply for any postings for a period of twenty-four months following the layoff.

The recall list shall consist of the names of employees who have accepted layoff as set out in 13.04 (1)(d).

13.07 Part-time employees displacing full-time employees are not eligible for recall under the terms of this Article.

Part-time employees displacing other part-time employees within their classification are not eligible for recall under the terms of this Article.

Full-time or part-time employees who have displaced an employee in a lower classification are deemed laid-off from their classification and are eligible for recall to their position under Article 13.09 and/or to temporary vacancies described in Article 13.11, provided such vacancy arises within twelve (12) months of the lay-off.

Full-time employees displacing part-time employees in the same classification are deemed laid-off from full-time employment, and are eligible for recall to their position under Article 13.09 and/or to temporary vacancies described in Article 13.11 provided such vacancy arises within twenty-four (24) months of the lay-off.

13.08 The Hospital shall notify the employees on the recall list of posting opportunities by registered mail, addressed to the last address on record with the Hospital. The Hospital will also notify the President of the Local. The notifications shall state the job to which the employee is eligible to apply. Employees must notify the Hospital and the Union, in writing or by telephone, within seven (7) calendar days of the post marked registered letter indicating whether she will apply to the position. An employee who fails to notify the Hospital within such seven (7) calendar day period of their intention to apply to the position shall not be considered in the awarding of the position. It is understood that the seven day period set out above shall supercede the posting period set out in Article 15.01 with respect to employees on the recall list.

The employee is solely responsible for her proper address being on record with the Hospital.

13.09 Notwithstanding Articles 13.06 and 13.08, employees who have been displaced from a position shall have first opportunity to return to a vacancy that occurs in that position within twenty-four (24) months of the layoff, prior to posting or considering any other employee who is deemed "laid-off" provided that the employee remains qualified and able to perform the duties of her former position. It is understood that "position" is defined as the employee's classification, status, shift and discipline (ie: Medical Laboratory Technologist, full-time, days/afternoons, Chemistry).

The Hospital shall notify employees of such vacancies by registered mail, addressed to the last address on record with the Hospital. The Hospital shall also notify the President of the Local. The notifications 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. Employees must notify the Hospital and the Union, in writing, within ten (10) calendar days of the post marked registered letter indicating whether she will accept the recall. An employee who fails to notify the Hospital within such ten (10) calendar day period of her intention to return to her former position shall be deemed to have refused the recall and shall forfeit any further recall rights.

The employee is solely responsible for her proper address being on record with the Hospital.

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

13.11 (a) When a temporary full-time or part-time vacancy occurs which the Hospital intends to fill within a twelve (12) month period following a lay

off, employees shall be recalled in order of seniority provided they have the qualifications and ability and are able to do the job within a reasonable familiarization period.

- (b) The more senior laid off employee has the option of accepting the recall or remaining on lay off, provided there is a more junior employee on lay off who is qualified and able to do the job within a reasonable familiarization period. In such a case, the more junior employee is required to accept the temporary vacancy regardless of status. Failure to accept the recall will result in loss of seniority and employment with the Hospital.
- (c) For the purposes of this Article, a temporary vacancy shall mean a vacancy of at least four (4) weeks in duration.
- (d) An employee recalled into a temporary position shall have the 24 month recall period reestablished upon completion of thirty (30) working days within a period of twelve (12) months of being recalled.

Article 14 - Technological Change

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

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 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.

- 14.02 Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall be given an appropriate 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. When needed, the employee and manager/or designate will meet periodically to review the training progress.

Article 15 - Job Posting, Promotion and Transfer

- 15.01 Where a permanent vacancy exists which the Hospital intends to fill, or where the Hospital creates a new position in the bargaining unit, such vacancy or position shall be posted for a period of seven (7) calendar days. All subsequent positions which the Hospital intends to fill will be posted for three (3) days exclusive of Saturday, Sunday and holidays. Application for such vacancies shall be made in writing to the Human Resources Department within the seven (7) or three (3) day period referenced herein.

The Hospital will post temporary vacancies of at least six (6) months or more in duration which it intends to fill, for a period of seven (7) calendar days. The Hospital will be obligated to post only the initial temporary vacancy. The Hospital may take steps as is necessary, to fill subsequent vacancies.

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

Employees hired, or transferred into temporary positions may remain in such positions for a period up to twelve (12) months unless an extension to the twelve months is agreed to by the parties. If no agreement is reached, the position will be discontinued or posted at the discretion of the Hospital after twelve months.

- 15.02 Job postings shall minimally include the following information: Department, Classification, Status (FT/PT), qualifications.
- 15.03 A copy of the posted notice will be sent to the Local President or her designate, within the aforementioned seven (7) calendar days.
- 15.04 The President of the local shall be advised in writing of the name of the successful candidate. This advisement will list the names of all unsuccessful candidates and will be sent to the Local President at the same time as notification is sent to the successful candidate.

The President of the local shall be advised in writing of the name of any temporary employees. This advisement will include the start and end date of the temporary position and the discipline and the details of the nature of the position.

- 15.05 In filling posted vacancies the selection shall be made based on skill, ability, experience and qualifications of the applicants. Where these factors are relatively equal, bargaining unit seniority shall be the governing factor.

Where an applicant is unsuccessful, upon request, they will be granted a meeting with Human Resources for the purposes of discussing why they were the unsuccessful candidate.

- 15.06 In matters of promotion and staff transfer, a successful bargaining unit applicant shall be allowed a trial period of up to thirty (30) working days during which the Hospital will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return or be returned by the Hospital to the position formerly occupied without loss of seniority. Should the employee return or be returned to her former job, the filling of subsequent vacancies will be reversed.
- 15.07 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 an increase equal to or greater than the last incremental increase received in the classification prior to such promotion (provided that she does not exceed the wage rate of the classification to which she has been promoted). The employee's anniversary date will be adjusted to reflect the date of such promotion.
- 15.08 An employee selected as a result of a posted vacancy need not be considered for a further vacancy for a period of up to six (6) months from the date of selection unless the vacancy would create a change of status or classification.
- 15.09 The Hospital may temporarily fill any job vacancy while observing the procedure set out above.
- 15.10 An employee who is offered and accepts a temporary vacancy must complete such vacancy prior to being considered for a new temporary vacancy unless such new temporary vacancy begins after the end of the current temporary position or the new temporary vacancy would allow permanent employees the ability to change status (eg. F.T. to P.T. or vice versa).

Article 16 - Leaves of Absence

- 16.01 It is mutually agreed that the Hospital may grant leaves of absences without pay for legitimate personal reasons to employees covered by this Agreement. A leave of absence for legitimate personal reasons shall be applied for in writing by the employee to the Unit Manager at least two (2) weeks prior to the contemplated commencement of the leave of absence. The requirement of the two (2) week notice may be waived when, in the opinion of the Hospital, such

notice is not given due to circumstances beyond the control of the employee applying for the leave of absence. The application shall clearly state the reason for the leave of absence and the contemplated length of time during which the employee will be away from her work. It is understood that while an employee is on a leave of absence, she shall not engage in gainful employment unless mutually agreed otherwise. A leave of absence for legitimate personal reasons shall not exceed the period of three (3) months. The three (3) month period may be extended if mutually agreed upon. Individuals who are denied a leave of absence may request to meet with the Director of Human Resources or designate in order to obtain the reasons for the denial of the leave of absence. The Union will be notified in writing of such approved leaves when the purpose of the leave is to engage in gainful employment.

The decision of the Hospital in granting or refusing applications for leave of absences in accordance with Article 16.01 of this Agreement shall not be the subject matter of any grievance or arbitration under this Agreement and the provision of Article 10 - Grievance and Arbitration Procedure of this Agreement, shall not be available to any employee who has been granted or refused an application for leave of absence, nor shall the provision of Article 10 - Grievance and Arbitration Procedure of this Agreement, be available to the Union on behalf of any such employee.

16.02 (a) (i) 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, providing a suitable replacement can be obtained. The Hospital will make every reasonable effort to obtain a suitable replacement. The total leave of absence shall not exceed twenty (20) scheduled working days per person, per year. Not more than three (3) employees shall be eligible for such a leave of absence at one time, and of any such three (3) employees, not more than one (1) shall be from any one (1) work unit of the Hospital. The Hospital, in its discretion, may allow more than one (1) employee from any one work unit to be absent on such leave.

- (ii) A request for leave of absence shall be made by the employee or Union representative, in writing, not less than two (2) weeks prior to the commencement of such leave.

(b) Union Position Leave - Full Time

When an employee is selected 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 without pay shall be granted from the employee's place of employment for the duration of the current term of office. The Union and the Employer agree to meet at the earliest opportunity to negotiate provisions for the continuance of appropriate benefits.

- (c) When an individual of the bargaining units represented centrally by OPSEU is elected or appointed as an Executive Board Member, Executive Officer, or a member of Medical Division Executive, such an individual shall be granted leave of absence for the time off required to exercise the duties of such an appointment. Individuals requesting such leave of absence, are to provide the Employer with one (1) month's written notice except in extenuating circumstances. Such position shall be limited to one (1) member from the Hospital.
- (d) The Hospital will grant a leave of absence to an employee without pay or benefits for a period not to exceed six (6) months for the purpose of accepting a temporary full-time position with the Union. Application for such leave must be made at least one (1) month prior to commencement of the leave, and shall be granted to an employee on a "once only" basis during the term of the collective agreement. No more than one employee shall be absent on such leave at any one time. During such absence, the Hospital may fill the vacancy with a temporary employee or in such other manner as the Hospital shall deem fit.
- (e) For leaves of absence without pay for Union business specified under Articles (a) and (c) above, the employee's salary and applicable benefits will be maintained by the Hospital and the Union will reimburse the Hospital for the costs of salary and benefits. The Hospital will bill the Union and the Union will reimburse the Hospital within a reasonable period of time. In addition, there shall be no loss of seniority during such leave of absence.
- (f) Local President Leave

The Hospital will pay the Bargaining Unit President 7.5 hours per every two pay periods to attend to Union business. The Hospital agrees to provide the Bargaining Unit President 7.5 hours of paid time every two pay periods for the purposes of conducting union business and attending meetings with the Hospital. It is understood that such 7.5 hours will be pre-scheduled at a time mutually agreeable between the bargaining unit president and the Hospital. It is further understood that the occasional loss of such 7.5 hours due to patient care demands will not result in payment.

16.03 Bereavement Leave

Any 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 within nine (9) calendar day period commencing four (4) calendar days prior to the day of the funeral for a parent, step parent, spouse, child or step child.

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 other immediate family.

Immediate family, for the purposes of this section, shall mean 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. An employee shall be granted one (1) day bereavement leave without loss of regular earnings to attend the funeral of, or a memorial service (or equivalent) for her or his aunt, uncle, niece or nephew.

Any employee who notifies the Hospital as soon as possible following a bereavement will be granted a bereavement leave of one (1) working day without loss of regular pay from regularly scheduled hours within the seven (7) calendar day period commencing three (3) calendar days prior to the date of the funeral for the following family members - uncle, aunt, niece, nephew.

If a burial or memorial service is not held within the seven (7) or nine (9) calendar day period referenced above, an employee can utilize one (1) day of their entitlement, as determined above, within six (6) months following the date of bereavement for the purposes of attending such burial or memorial service.

A part-time employee shall receive credit for his seniority and service for such leave. For clarity, such credit shall only apply to bereavement leave with pay.

A request for a bereavement leave of absence shall be in writing on the form to be supplied by the Hospital, but because of the nature of the said bereavement leave of absence, such form may be completed by the employee after she returns to work.

In order to qualify for the foregoing bereavement leave of absence an employee may be required to supply proof of death by way of a doctor's

certificate, death certificate or other evidence satisfactory to the Director of Human Resources.

In the event of the death of an employee's immediate family which occurs outside of the North America continent, the employee will be entitled to three (3) days leave of absence with three (3) days pay. Should the employee choose to travel to the country where the death occurred, she must do so within two (2) weeks from the date of death.

Spouse, for the purposes of bereavement leave, will include a partner of the same sex.

Requests for additional leave of absence for the purpose of bereavement shall not be unreasonably denied.

16.04 Jury 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 pay for regularly scheduled working hours missed 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;
- (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; and,
- (d) is in attendance at the proceeding for the majority of the work day or is paid for hours in attendance to a maximum of 7.5 hours.

(Applicable to full-time employees)

In addition to the foregoing, where an employee is required by subpoena to attend a Court of law or coroner's inquest, in connection with a case arising from the employee's duty at the Hospital, on her regularly scheduled day off or during her 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

from work for all days the employees would otherwise be off work had it not been for the attendance at a Court or coroner's inquest.

(Applicable to part-time employees)

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

16.05 (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.

(Applicable to full-time employees and part-time employees)

- (ii) Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan, and retroactive to date of confirmation by the Unemployment Insurance Commission, an employee who is on pregnancy leave as provided under this agreement and who is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 18 of the Unemployment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eighty-four per cent (84%) ((eighty-four per cent (84%) effective April 1, 2001)) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits during her leave and any other earnings. Such payment shall commence following completion of the two week unemployment insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits, for a maximum period of fifteen (15) weeks for a pregnancy leave. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

This provision only applies to employees with at least thirteen (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.

(b) Parental Leave

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

(Applicable to full-time employees and part-time employees)

- (ii) Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan, and retroactive to date of confirmation by the Unemployment Insurance Commission, an employee who is on parental leave as provided under this agreement and who is in receipt of Unemployment Insurance parental benefits pursuant to Section 20 of the Unemployment Insurance Act, 1971, 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 Unemployment Insurance benefits during her leave and any other earnings. Such payment shall commence following completion of the two week unemployment insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance parental benefits, and shall continue while the employee is in receipt of 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 thirteen (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.

(Applicable to full-time employees)

- (iii) Where an employee has become a natural father or has qualified to adopt a child and has at least thirteen (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, vacation, 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)

Where an employee has become a natural father or has qualified to adopt a child and has at least thirteen (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.

- (c) For part-time employees, percentage in lieu of benefits shall continue while on pregnancy and/or parental leave, for a maximum of seventeen (17) weeks maternity leave and ten (10) weeks parental leave. This payment will be made consistent with Arbitrator Beck's supplemental award implementation instructions. This applies to leaves that commence on or after the date of ratification of this collective agreement.

16.06 Transfer of Pregnant Employees

Pregnant employees may request to be transferred from the 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 her current, contractual maternity leave provisions.

16.07 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.

16.08 Military Leave

An employee may be granted unpaid leave without loss of service or seniority for the purpose of fulfilling his or her obligations to the Canadian Military Reserve in accordance with the Employment Standards Act. Requests must be made in writing and will be considered on an individual basis by the Employee's Department Head or designate. Such requests are to be submitted as far in advance as possible.

16.09 Prepaid Leave Plan

(a) Purpose

The prepaid leave plan is a plan developed to afford employees the opportunity to take 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, at least six (6) months prior to the commencement date of salary deferral portion of the prepaid leave plan. Such application will outline the reasons 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 this application as soon as is reasonably possible after the closing date for applications.

- (c) The number of employees that may be absent at any one time shall be limited to one (1) in the Diagnostic Imaging Department, two (2) in the Medical Laboratory Department, one (1) in the Respiratory Department, one (1) from the Crisis Workers and one (1) from the Social Workers with a limit of one (1) employee off in any one lab sub-unit.

- (d) Nature of Final Agreement

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

- (i) A statement that the employee is entering a plan in accordance with Article 16.09 of the Collective Agreement.
- (ii) The period of salary deferral and the period for which the leave is requested.
- (iii) The manner in which the deferred salary is to be held. The Letter of Application to enter the plan will be appended to, and form part of, the written agreement.

- (e) Deferral Plan

The deferral portion of the plan shall involve an employee spreading four (4) years salary over a five (5) year period, or such other schedule as may be mutually agreed between the employee and the Hospital. In the case of the four (4) years salary over a five (5) year schedule, during the four (4) years of salary deferral twenty (20%) percent 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 in 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 Benefit

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

(Applicable to 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, the employees shall not be eligible to participate in the disability income plan during the year of the leave.

(h) Seniority and Service

(Applicable to full-time employees only)

During the year of the leave, seniority shall continue to accumulate. Service for the purpose 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/her 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) The participant may withdraw from the plan at any time up to a date of 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) Termination of Employment

If the 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 the participant, such funds will be paid to the participant's estate.

(k) Replacement Employees

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

(l) Plan Year

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

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

Employees newly hired to fill vacancies resulting from replacing an employee on prepaid 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.

- 16.10 The refusal for an application of a leave of absence made by an employee shall not be subject of the grievance procedure but the employee concerned shall have the opportunity of an interview with the Hospital's Chief Executive Officer or his or her representative to obtain the reason for such refusal.

Article 17 - Sick Leave and Long-term Disability

Note: Provisions of Article 17, Sick Leave and Long Term Disability apply to full-time employees, only.

17.01 The Hospital shall provide a short term sick leave plan at least equivalent to that described in 1982 Hospitals of Ontario Disability Income Plan (HOODIP) brochure.

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

17.02 The employer will be responsible for seventy-five (75%) per cent of the billed premium toward the HOODIP LTD plan as per the OHA contract and employees will be responsible for twenty-five (25%) per cent of said billed premium. It is understood that employees currently in receipt of LTD benefits will be grandfathered under the previous plan for the duration of their current LTD claims. Employees shall pay their portion of the billed premiums through payroll deduction.

17.03 The Hospital further agrees to pay employees an amount equal to any loss of benefit under HOODIP for the first two (2) days of the fourth and subsequent period of absence in any calendar year.

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

17.05 Sick leave banks standing to the credit of an employee shall be utilized to supplement payment for the sick leave days which would otherwise be paid at less than full wages, or for sick leave days at no wages.

17.06 Payout of sick leave credits shall be made upon termination of employment or, in the case of the death, to the employee's estate. The amount of the payment shall be a cash settlement at the employee's then current salary rate for any unused sick credits to the maximum provided under the previous accumulating sick leave credit plan.

2 years	twenty-five (25%) percent
3 years	thirty-three (33%) percent
4 years	forty (40%) percent
5 years	fifty (50%) percent

- 17.07 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 payout on termination, she shall be entitled to the same payout provisions as set out in Article 17.06 above, providing she subsequently achieves the necessary service to qualify for payout under those provisions.
- 17.08 Where an employee, with accumulated sick leave credits remaining, is prevented from working for the Hospital because of an occupational illness and/or accident which is recognized by the Workers Compensation Board as compensable within the meaning of the Workers Compensation Act, the Hospital, on application from the employee, will supplement the award made by The Workers Compensation Board, for loss of wages to the employee by such an amount that the award of the Workers Compensation Board for loss of wages, together with the supplementation of the Hospital, would equal one hundred (100%) percent of the employee's net earnings to the limit of the employee's accumulated sick leave credits. Employees may utilize such sick leave credits while awaiting approval of a claim for Workers Compensation.
- 17.09 Absence due to illness or injury compensable by the Workers Compensation Board shall not be charged against sick leave credits.
- 17.10 The Hospital shall have the right to demand production of a medical certificate from the full-time employees when absent from duty due to illness or injury. Such medical certificate shall indicate the first and last day of sickness and that the employee is fit to resume work. When such medical certificate is demanded and not produced by the employee, the Hospital shall not be required to pay the employee wages for the time away from work. The Employer may request an employee attend at Employee Health Services in conjunction with an employee's return to work following such illness.

When medical certificates are required by the Hospital, such certificates will be paid for by the Hospital upon production of a receipt indicating the amount of payment.

An employee who is off work due to illness or injury for a period of thirty (30) calendar days or longer will endeavour to provide the Employer with five (5) days notice of their intent to return to work.

- 17.11 If an employee is on an approved sick leave and her accumulation of sick days have not been completely used, the employee will be paid for a scheduled holiday falling within such sick leave period and not as an approved paid sick leave.
- 17.12 The Hospital will, by the end of May in each year, advise each full-time employee of the amount of her unused sick leave credits as of January 1 of the same year, at the employee's request.

Article 18 - Hours of Work & Overtime

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

- (i) No full time employee will be scheduled to work more than five (5) consecutive days without a day off unless the employee agrees otherwise or where such consecutive days are scheduled to meet a request for a specific day off by the employee but in no case will a full time employee be scheduled to work more than a regular work week of seven (7) days. When an employee agrees to work seven (7) consecutive days, the Hospital shall use its best efforts to ensure that two (2) consecutive days off will be scheduled immediately following the seven (7) day period.

Where an employee is scheduled to work more than five (5) consecutive days without mutual agreement, overtime will be paid on the sixth and all subsequent consecutive days until a day off is received. It is understood that stand-by tours will not trigger premium payment under this provision. Employees must report for work in full uniform, where applicable, at the designated hour and place and remain, in full uniform, where applicable for the full shift.

- (ii) In any bi-weekly period, at least four (4) days off will be scheduled; two (2) of these days off will be scheduled consecutively unless otherwise agreed by the full-time employees concerned and the Hospital. It is understood that departmental scheduling arrangements contrary to the above, may occur provided that the Hospital, the employee and the Union agree to such arrangement.
- (iii) The Hospital hereby undertakes to use its best efforts consistent with the proper management of the Hospital to ensure that days off may be taken consecutively and to rotate days off so as to effect equal distribution thereof among the full-time employees employed within the bargaining unit described in Article 2.01 of this Agreement.
- (iv) It is the intention of the Hospital wherever possible, to give full-time employees a minimum of one weekend off in two. In any event, the Hospital guarantees that full-time employees will be given one (1) weekend off in three (3). It is understood and agreed that this clause will not apply to any full-time employee who, at her own request, and with the consent of the Hospital, works weekends on a regular basis.

(b) (Applicable to part-time employees)

- (i) Part-time employees shall be entitled to overtime pay at the rate of time and one-half (1 1/2) their regular straight time hourly rate for all hours worked in excess of 7.5 hours in any work day or in excess of seventy-five hours in any biweekly pay period.
- (ii) Part-time employees will work shift work and weekends as required by the Hospital. The Hospital will agree to distribute the work in an equitable manner or as agreed to by the parties.

The above does not pertain to individuals who have been hired to work weekends or shift work.

- (iii) No part time employee will be scheduled to work more than seven consecutive days without a day off unless the employee agrees otherwise or where such consecutive days are scheduled to meet a request for a specific day off by the employee. Overtime will be paid on the eighth and all subsequent consecutive days until a day off is received. It is understood that additional unscheduled shifts accepted are not subject to this provision and scheduled stand-by tours will not trigger premium payment under this provision.
- (iv) The hospital will endeavour to provide for two scheduled days off for PT employees who are scheduled to work 7 days in a row.
- (v) It is the intention of the hospital wherever possible to schedule part-time employees at least one weekend off in four.
- (vi) Employees in a job share agreement will be offered additional unscheduled hours in the following manner;
 - i) Part time employees not in a job share agreement will be scheduled/offered up to thirty seven and one-half (37.5) hours in a pay period, where the standard work day is seven and one-half (7.5) hours, and up to thirty three and three quarter (33.75) hours, where the standard day is eleven and one quarter (11.25) hours, before the shift is offered to an employee in a job share agreement. All offers will be on a rotational basis by seniority.
 - ii) Employees in a job share agreement would not be offered a shift where the job share partner is already scheduled to work unless all remaining part time employees have refused or are unavailable to work.
 - iii) Where all part time in the affected area have been scheduled/offered the minimum thirty seven and one-half (37.5) hours or thirty three and three quarters (33.75) hours respectively, then seniority of

all part time employees will be used on a rotational basis for all further additional hours.

iv) An offer of hours of work pursuant to this article are considered hours worked for the purposes of meeting the thirty seven and one-half (37.5) hours or thirty three and three quarters (33.75) hours minimum.

- (c) Where the Hospital and Union agree, subject to the approval of the Ministry of Labour, other arrangements regarding hours of work may be entered into between parties on a local level with respect to tours beyond the normal or standard work day in accordance with the provisions set out in Article 28.06 of the Collective Agreement.
- (d) The Hospital may, when necessary, schedule an employee to work nine (9) tours in one (1) biweekly pay period and eleven (11) tours in the next consecutive biweekly pay period, or vice versa, without overtime being paid in accordance with any other provision of this Agreement.

18.02 There shall be a fifteen (15) minute rest period during each half ($1/2$) of a full shift worked at times designated by the Hospital. An occasional loss of an employee's rest period due to an emergency shall not entitle her to financial reimbursement or equivalent time off.

18.03 (a) The Hospital will pay time and one-half ($1\ 1/2$) an employee's regular straight time rate of pay, calculated to the nearest fifteen (15) minutes worked, for all time worked in excess of seven and one-half ($7\ 1/2$) hours in any one (1) day, exclusive of a lunch period of one-half ($1/2$) hour, or seventy-five (75) hours in any biweekly pay period exclusive of daily lunch period of one-half ($1/2$) hour, but not both.

(b) Notwithstanding the foregoing, work performed by employees employed within the bargaining unit described in Article 2.01 of this Agreement beyond the completion of any regular shift up to a maximum of fifteen (15) minutes shall not be considered overtime provided such work is not scheduled in advance and is part of the employee's normal duties; provided that if an employee is required to remain beyond the completion of any regular shift for a period in excess of fifteen (15) minutes, such employee will be paid overtime pay calculated at the rate of one and one-half ($1\ 1/2$) times her regular straight time rate of pay for all time she is required beyond the completion of the regular shift.

(c) Overtime shifts

When it is determined that a shift cannot be filled with an employee working at straight time and the employer still deems it necessary to fill said shift, overtime shifts will first be offered to full time employees on a

rotating basis. Should no full time employee accept the overtime shift, overtime shifts will then be offered to regular part-time employees who are in an overtime situation on a rotating seniority basis. For the purposes of overtime shifts, part time permanent job share employees will be included by seniority in the call-in list.

18.04 Overtime 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 of five (5) days accumulation (for the purposes of employees working extended tours said maximum shall be 56.25 hours), then such employee shall have the option of electing payment at the applicable overtime rate of pay 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 at a time mutually agreeable to the Hospital and the employee. Employees having any balance in their accumulated overtime banks will have said hours paid out if the time off is not taken prior to the end of the fiscal year in which said hours were earned.

The Hospital will provide the Union with a quarterly report of accrued overtime hours.

- 18.05 If an employee is unable to take a lunch break during the course of their shift due to the requirements of patient care, she will be paid time and one-half ($1\frac{1}{2}$) her regular straight time hourly rate for all time worked in excess of her normal daily hours.
- 18.06 An employee who continues to work more than two (2) hours of overtime immediately following her scheduled hours of work, shall be provided with a meal allowance valued at the current price of a cafeteria meal as established at the time by the Hospital.
- 18.07 In the event that the Hospital fails to schedule sixteen (16) consecutive hours off between tours of duty, any employee so affected will in such event, be paid premium pay calculated at the rate of one and one-half ($1\frac{1}{2}$) time her regular straight time rate of pay for the number of hours difference between sixteen (16) and the actual number of consecutive hours off. The parties recognize however, that there is more than one (1) starting time on the second shift (day shift) and if an employee is scheduled to work on a second starting time which is on the day shift, this allows for fourteen (14) hours or more off between shifts, the preceding premium pay provisions in this sub-article shall not apply.
- 18.08 Tours of duty will be posted by the Hospital at least 4 weeks in advance of the commencement date of such schedule and the schedule shall not cover less

than a 4-week period. Requests for specific days off are to be submitted in writing to the department head at least two (2) weeks in advance of posting.

(a) Requests for change in posted tours of duty initiated by the employee must be in writing to the employee's supervisor and cosigned by the employee willing to exchange days. Such change must be approved by the Hospital, and shall not result in overtime compensation or payment.

(b) Applicable to full-time employees

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 (1 ½) of her regular straight time hourly rate for all hours worked on her next shift. Employees will be contacted with the change in schedule to confirm knowledge of the change.

(c) Applicable to part-time employees (including job shares)

Where a regular part-time employee's scheduled shift is canceled by the Hospital with less than twenty-four (24) hours notice, she shall receive time and one-half (1 ½) of her regular straight time hourly rate for all hours worked on her next shift.

(d) Where an employee has her shift cancelled, the employee shall not be entitled to displace another employee.

(e) The Hospital shall post no later than November 15 – the schedule covering the period from December 15 to January 3.

(f) A Full-Time employee shall not be scheduled to work three different tours of duty (Day, Evening, Night) in any 7-day period, except in cases of emergency, or by mutual agreement. It is the intention of the hospital wherever possible to not schedule a full time employee to work three different tours (Day, Evening, Night) in any pay period.

18.09 When a full-time employee is required by the Hospital to work on her scheduled days off, she will be paid her premium pay for all hours so worked calculated at the rate of one and one-half (1 ½) times her regular rate of pay.

18.10 Employees who work on the shift when conversion from standard time to daylight standard time or vice versa occurs will be paid on a straight time basis the actual hours worked on a particular shift.

18.11 (a) If a Lab Technican has the qualifications and is required to perform the functions of an MLT for any portion of the shift she shall be compensated at the MLT rate for the entire shift.

- (b) Lab Technicians who work as MLT's shall move up one (1) level on the MLT wage scale for every seventeen hundred and sixty-two (1762) hours worked as an MLT.

18.12 Hours of Work

An employee who reports for work for which she is scheduled but for whom no work is available shall be paid four (4) hours time calculated at her regular straight time rate of pay.

Article 19 - Standby

- 19.01 An employee required to standby or remain available for call-back duty on other than regular scheduled hours shall be paid at the rate of three dollars (\$3.00) per hour of standby time. Where such standby falls on any of the designated holidays listed in the collective agreement, the employee shall be paid at the rate of three dollars 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. 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.

Effective April 1, 2010 the \$3.00 and \$3.50 rates provided for shall be increased to \$3.30 and \$4.90 respectively.

Article 20 - Call Back

- 20.01 (Applicable to full-time and regular part-time employees only.)

An employee who is called to work after leaving the Hospital premises and outside of her regular scheduled hours, shall be paid at time and one-half ($1\frac{1}{2}$) her regular straight time hourly rate for work performed on each call-in, with a minimum payment of four (4) hours at time and a half. It is understood that an employee cannot be paid anything greater than a full shift at time and one-half ($1\frac{1}{2}$). 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.

(Applicable to part-time employees only)

For purposes of clarification, Article 20.01 does not apply to pre-scheduled hours of work. Article 20.01 does not apply where the employee elects to work additional unscheduled hours made available by the Hospital.

Article 21 - Shift Premium

21.01 The employee shall be paid a shift premium of one dollar and thirty-five (\$1.35) per hour for each hour of the evening shift where the majority of the hours worked on the shift occur after fifteen hundred (1500) hours. The employee shall be paid shift premium of one dollar and sixty cents (\$1.60) for each hour worked on the night (midnight shift) where the majority of the hours worked on the shift occur after twenty-three hundred (2300) hours. Shift premium will not form part of the employee's straight time hourly rate.

Effective April 1, 2010, the evening shift premium shall be increased to \$1.80 per hour and the night shift premium shall be increased to \$2.20.

21.02 An employee shall be paid a weekend premium of one dollar and seventy-five cents (\$1.75) per hour for each hour worked between 2400 hours Friday, to 2400 hours Sunday or such other forty-eight (48) hour period that the Hospital may establish. If an employee is in receipt of premium payment at the rate of time and one-half (1 1/2) or greater pursuant to a scheduling regulation for weekend work, she will not receive weekend premium under this provision.

Effective April 1, 2010, the weekend premium shall be increased to \$2.35 per hour.

Article 22 - Transportation Allowance

22.01 When an employee is required to travel to the Hospital, or to return to her home, as a result of being called back to work outside of her regularly scheduled hours, the Hospital will pay transportation costs either by taxi or by her own vehicle at the rate of thirty-five (\$0.35) cents per kilometer with a minimum payment of four (\$4.00) dollars, 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 with a minimum payment of \$2.00.

22.02 Employees using their own cars on approved business of the Employer or employees who are required to travel from one Hospital site to another during the course of their shift shall receive a mileage allowance of thirty-five (\$0.35) cents per kilometer.

Article 23 - Responsibility Pay

- 23.01 Any employee working for four (4) consecutive hours or more shall receive seventy-five cents (.75 cents) per hour premium when replacing a person in a higher paying classification.

Effective May 16, 2007 the Responsibility Pay allowance provision will be replaced by the following language:

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

Article 24 - No Pyramiding

- 24.01 Premium payment (including both overtime and holiday premium payments) shall be calculated and paid under one provision of this Agreement only, even though the 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 premiums, standby, or weekend premium.

Article 25 - Paid Holidays

- 25.01 (Applicable to full-time employees)

The following twelve (12) holidays will be recognized as paid holidays for all full-time employees who have completed their sixty (60) day probationary period:

New Year's Day
Family Day
Good Friday
Easter Monday
Victoria Day
Second (2nd) Monday in June
Canada Day
Civic Holiday
Labour Day
Thanksgiving Day

Christmas Day
Boxing Day

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

An employee employed on a full-time basis who is not required by the Hospital to work on a paid holiday shall be paid one (1) day's pay calculated at her regular straight time rate. In order to qualify for such payment, the employee must have worked her last scheduled working day prior to such paid holiday and she must work her next scheduled working day following such paid holiday, unless she was unable to do so because of illness or injury established by the production of a medical certificate or other proof satisfactory to the Director of Human Resources.

(b) (Applicable to full-time employees)

An employee employed on a full-time basis who is scheduled to work on a paid holiday and who actually works on a paid holiday may elect either:

- (i) to be paid for all hours worked on such paid holiday at the rate of one and one-half ($1\frac{1}{2}$) times her regular rate of pay in addition to her regular rate of pay; or,
- (ii) to be paid for all hours worked on such paid holiday at the rate of one and one half ($1\frac{1}{2}$) times her regular rate of pay and to have an alternative day off at regular pay (such day to be given by the Hospital within six (6) weeks after the paid holiday or a mutually agreeable time but in no event to exceed three (3) months).

(c) (Applicable to full-time employees)

In the event that a paid holiday occurs during the employee's vacation period, she shall, in such event, be entitled to one (1) additional day of vacation which extra day shall be taken at a time mutually agreed to by the Hospital and the employee. Such request for the additional day will not be unreasonably denied.

25.03 (Applicable to part-time employees)

An employee employed on a part-time basis, and who is scheduled to work on a holiday and actually works, shall be paid for all hours worked on such holiday at the rate of two (2) times her regular rate of pay. In order to qualify for such payment the employee must have worked her last scheduled working day prior to such holiday, unless she was unable to do so because of illness or injury

established by the production of a medical certificate or other proof satisfactory to the Director of Human Resources or designate.

- 25.04 Any employee who is required to work overtime on a paid holiday will receive two (2) times her regular straight time hourly rate of pay for any additional hours worked.
- 25.05 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.

Article 26 - Vacations

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

Employees who have completed less than one (1) year of continuous service as of April 30th 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 six (6%) percent of gross earnings.

Full-time employees shall receive with pay:

- 3 weeks vacation after 1 year of continuous service;
- 4 weeks vacation after 3 years of continuous service;
- 5 weeks vacation after 13 years of continuous service;
- 6 weeks vacation after 22 years of continuous service;
- 7 weeks vacation after 28 years of continuous service

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

All regular part-time employees shall be entitled to vacation pay based upon an applicable percentage provided in accordance with vacation entitlement of full-time employees of the gross salary for work performed in the preceding year. 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 1762 hours worked.

less than 3 weeks vacation entitlement	4% of gross salary for work performed
3 weeks vacation entitlement	6% of gross salary for work performed
4 weeks vacation entitlement	8% of gross salary for work performed
5 weeks vacation entitlement	10% of gross salary for work performed
6 weeks vacation entitlement	12% of gross salary for work performed
7 weeks vacation entitlement	14% of gross salary for work performed

Notwithstanding this provision the calculation of service for the purposes of vacation entitlement will include service accrued during a pregnancy leave or parental leave on the basis of seniority accrual during such leave in accordance with Article 12.03 (b) of this Agreement.

- 26.02 Where an employee is hospitalized for non-elective treatment or procedure immediately prior to or during scheduled vacation time, the employee will be allowed to cancel the vacation period and reschedule the vacation period at a later date mutually agreeable to the employer and the employee. In rescheduling, the employee will not be allowed to change the vacation time already allotted to more junior employees.

Where a bereavement leave occurs under Article 16.03 of this Agreement immediately prior to or during scheduled vacation time, the employee will be allowed to substitute the affected vacation days with bereavement days, such vacation days to be taken at a later date, mutually agreed by the employer and employee.

- 26.03 If requests for vacation are submitted by March 15th the employee will not be required to work the weekend immediately prior to or immediately following the employees approved vacation.

For all other vacation requests the employer will endeavor to provide the weekend before and after the approved vacation period off.

- 26.04 A full-time or part-time employee, who, between the period of May 1st and September 30th in any year, completes such number of years of continuous service so as to be entitled to an additional week of vacation in accordance with the other provisions of this Article, shall be entitled to, and shall receive an additional week of vacation with pay. Such additional week of vacation must be taken subsequent to the date of entitlement thereto and prior to the end of the vacation year, and shall be subject in all respects to the other provisions of this Article.

- 26.05 "Continuous Service," in this Article, shall be defined as the working of 1950 hours exclusive of the daily one-half ($\frac{1}{2}$) hour lunch period, in each year, calculated as follows:

- (i) All time worked;
- (ii) Absence due to bereavement leave or approved leave of absence to a maximum of four (4) weeks;

- (iii) Absence because of illness or injury not to exceed the employee's accumulation under Article 24 of this Agreement at the time of calculating the vacation pay;
- (iv) Vacation and paid holidays

Vacation time and pay shall be prorated for any full-time employee who does not have "continuous service" in each vacation year as defined above.

- 26.06 (a) Choice of vacation schedule for Christmas and New Year will be independently rotated by seniority on a yearly basis.
- (b) The scheduling of work on Christmas Eve /Christmas Day/Boxing Day; New Year's Eve/New Year's Day and Easter (Good Friday to Easter Monday inclusive) will be on an independent, rotational basis. In so far as is possible, an employee who works any of the aforementioned holidays in one year can expect to be scheduled off for that holiday in the following year. All qualified employees will be included in the scheduling rotation equally. For the purposes of this Article, Christmas Eve starts December 24 at 1500 hours and New Year's Eve starts December 31 at 1500 hours.
- (c) It is understood that in areas where vacation can be granted over Christmas and/or New Years' and Easter, an employee may not be granted requested vacation if it is his/her year to work Christmas, New Years' or Easter, pursuant to (b) above.
- (d) For the purposes of this article Christmas week and New Year's week will be the week in which the Holiday actually falls. Where the Christmas Day holiday falls on a weekend, Christmas week will follow such weekend, and New Years' week will follow Christmas week.
The Easter holiday will include Good Friday to Easter Monday inclusive.
- 26.07 Vacation year for purposes of entitlement, and the taking of vacation, shall be defined as the periods between the first day of May in one (1) year and the thirtieth day of April in the year, following.
- 26.08 (a) The Hospital, in its discretion, shall determine the number of employees off on vacation at any one time. The Hospital will give every consideration to written requests for vacation periods during the vacation year in accordance with seniority, provided such written requests are received by the Department Head prior to the third Monday of March by 15:00 in each year.

- (b) If a full-time employee and a part-time employee submit written requests for the same vacation period, the request will be considered on the basis of seniority.
- (c) Employees may request a maximum of three (3) weeks vacation during the period of May 1st to September 30th. The Hospital will prepare and post the vacation schedule by the 15th day of April in each year. Employees must remit their vacation requests by April 30th, covering the open weeks remaining (if any) in the May 1st to September 30th period.
- (d) Outstanding vacation entitlement as of the first working day of January of any vacation year will be assigned at the discretion of the Hospital.
- (e) Notwithstanding (c) above, once every five (5) years, an employee can apply for vacation up to their maximum allocation on the basis of seniority.
- 26.09 (a) Employees may take two (2) weeks vacation (ten (10) days) in blocks of one (1) day or more, provided the employee:
- submits their request for specific days off two (2) weeks before the schedule is posted. With mutual agreement, the notice period set out above may be waived.
 - obtains approval of the appropriate supervisor.
- (b) It is understood that week-long blocks of vacation shall take precedence over single day vacation requests, regardless of seniority provided the submission is given within the time frame noted in (a) above.
- (c) Approval for single day vacations is done on a first-come, first-serve basis.
- 26.10 Vacation shall not accumulate from one vacation year to the next.

Article 27 - Health and Welfare Benefits

27.01 Semi Private Hospital Insurance

The Hospital agrees to pay one hundred percent (100%) of the billed premiums toward the coverage of eligible employees in the active employ of the Hospital under Green Shield Semi Private Plan 1.

27.02 Extended Health Care

The Hospital shall contribute on behalf of each eligible employee one hundred percent (100%) of the billed payable for subscriber and dependent coverage

under the Green Shield Prescription Drug Plan #3 with mandatory product selection (generic selection) (as such coverage is defined under the terms of this plan) including hearing aids at the cost of acquisition once in every thirty-six months per insured, (Green Shield Audio Plan H3) and vision care with a maximum of \$200.00 every 24 months, per insured plus reimbursement up to a maximum of fifty (\$50.00) for one optometry exam per insured in a twenty-four month period (Green Shield Vision Plan 7) on behalf of all employees employed on a full-time basis who subscribe to the said plan. The employee will pay \$22.50/\$35.00 deductible for all other benefits.

The Extended Health Care Plan shall be amended to provide for chiropractic and massage therapy to a maximum of \$300 per insured person annually for each service.

The Extended Health Care Plan shall be amended to provide for a prescription drug dispensing fee cap of \$9 per prescription.

The Extended Health Care Plan shall be amended to provide for mandatory generic drug substitution.

Effective April 1, 2010 the Extended Health Care Plan shall be amended to provide for one (1) optometry exam every twenty-four (24) months (up to a \$100 maximum).

Effective April 1, 2010 the Extended Health Care Plan shall be amended to provide for a vision care maximum of \$300 per insured person every twenty four (24) months with the option to use \$300 vision care toward the cost of laser surgery.

27.03 Dental

The Hospital shall implement a Green Shield Plan #66 based on current ODA fee schedule. The Hospital shall pay seventy-five percent (75%) of the monthly premium rates on behalf of active employees, the balance being paid by participating employees through payroll deduction. Employees will be enrolled in the existing Plan in accordance with the terms and conditions of the Plan.

The dental plan includes a benefit of orthodontics (\$2,000.00 maximum lifetime) and caps, crowns and bridges (\$1,500.00 per calendar year). The Hospital will pay fifty (50%) of the premium for this additional coverage only and employees shall be responsible for the remaining fifty (50%) per cent of the premium.

The dental plan includes complete and partial dentures at 50/50 co-insurance up to a \$1,000.00 maximum per person annually.

27.04 Group Life Insurance

Group Life benefits will be provided to eligible, full-time employees in accordance with the provisions of the Hospitals of Ontario Group Life Insurance Plan (HOOGLIP) or other equivalent group life insurance plan. The Hospital shall pay 100% of the premiums for this benefit.

27.05 Change of Carrier

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

27.06 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, 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 her regular straight time hourly rate for all straight time hours paid. For part-time employees who are members of HOOPP the percentage in lieu of fringe benefits is twelve percent (12%).

Part-time employees will be permitted to enroll into the part-time benefit group established by the Employer. It is agreed that part-time employees who elect to do so are responsible for one-hundred (100%) of the premium associated with such benefits and further that employees be limited to enroll on or cancel these benefits once per calendar year.

27.07 In the event of a full-time employee being absent from work due to illness or injury, the Hospital will continue to pay their share of the premiums for the benefit plans, listed above, while the employee is on sick leave (including the Unemployment Insurance period) or on long term disability to a maximum of twenty-four (24) months from the time the absence commenced. During this said period of twenty-four (24) months, the full-time employee's share of the said premiums, while absent as aforesaid, will be deducted from the full-time employee's sick pay while she is in receipt of same and upon sick pay being exhausted, such share will be deducted from her first pay upon her return to work, and in the event that she does not return to work, the full-time employee's share of the said premiums, may be deducted from any monies owing to the said full-time employee.

27.08 In the event a part-time employee, or her eligible dependent, suffers a life threatening illness or disease, the Hospital may, at its discretion, allow the part-time employee the opportunity to self pay the full monthly premium for prescription drug benefits covered under Article 27.02 for the duration of such illness or disease.

This Article is in keeping with the overall philosophy of the Health Centre and is not intended to provide a mechanism for part-time employees to pay prescription drug benefits without substantial cause.

27.09 In the event that an employee employed on a full-time basis is absent from work on an approved leave of absence for a period in excess of four (4) calendar weeks, such employee shall pay the cost of the premiums payable under the plans identified in Article 27.01, 27.02, 27.03 and 27.05, above for each such month. In the above case of a pregnancy or parental leave of absence, the Hospital will pay their part of the premiums for benefit plans as required by The Employment Standards Act. The premiums to be paid by such employee while absent as aforesaid, will be deducted from her first pay upon her return to work. In the event such employee does not return to work, the said premiums to be paid by her while absent as aforesaid, may be deducted from any monies owing to such employee.

27.10 In the event that a full-time employee is laid off the Hospital will only pay the premiums which are payable and which it is required to pay pursuant to the provisions of Article 27.01, 27.02, 27.03 and 27.05, above for the month in which such full-time employee is laid off, and the Hospital will not pay such premiums while the full-time employee continues to be laid off.

27.11 Benefits Age 65 and Older

Semi-Private Hospital Insurance and Extended Health Care benefits will be extended to active full-time employees and insured eligible dependents 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).

27.12 Benefits Information

(a) The Hospital shall provide each employee with access to information booklets outlining all of the current provisions in the benefit plans defined in article 27.00. Upon request, the Hospital will make the Plan(s) available to the Union for inspection.

(b) The Hospital shall notify the Union of the name(s) of the carrier(s) which provide the benefit plans defined in Article 27.00. The Hospital shall

also provide the Union with access to all current information booklets provided to the employees.

Article 28 - Miscellaneous

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

28.02 Vaccinations

a) Hepatitis B Vaccine

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

b) Influenza Vaccinations

When ordered by the Medical Officer of Health, Influenza Vaccinations will be required for all Employees covered by this Collective Agreement, unless contraindicated, at no cost to the Employees.

28.03 Professional Responsibility

Where an employee, or group of employees, covered by this Agreement and governed by an outside College under the Regulated Health Professionals 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 on the Workload Alert Notification Form and submitted to the manager of the department or unit with a copy to the Local President within fifteen (15) calendar days of the alleged improper assignment.

28.04 Contracting Out

The Hospital shall not contract out work currently performed by members of this bargaining unit if, as a result of such contracting out, a layoff of any bargaining unit employee occurs. This clause will not apply in circumstances where the Hospital no longer provides particular services, or 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.

28.05 Work of the Bargaining Unit

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

28.06 Modified Work Program

The Hospital and Union recognize that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.

Recognizing their responsibilities under the applicable legislation, the Hospital agrees to implement and the Union to participate in a hospital-wide Modified Work Program supporting the principle of prompt rehabilitation and return to work of injured workers.

Any written agreement regarding such a program will be attached as an Appendix to this collective Agreement.

28.07 Job Sharing

The parties agree to implement job sharing pursuant to the following provisions:

- (a) Job sharing requests with respect to full-time positions, shall be considered on an individual basis. The number of job sharing arrangements of any Unit will be determined by the Hospital;
- (b) Only full-time positions shall be considered for job sharing between two employees;
- (c) Total hours worked by the job sharers shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) employees and the department head, subject to the approval of Administration. Should any scheduling discrepancies between the job sharers arise, the decision of Administration shall be final.
- (d) Each job sharer may exchange shifts with each partner as well as with other employees, as provided by the Collective Agreement.

- (e) Job sharers involved, have the right to determine which partner works on scheduled, paid holidays and job sharers will only be required to work the number of paid holidays that the full-time employee would be required to work. It is agreed that for the Christmas/NewYear holiday provision, it is the position that rotates and not the individual.
- (f) Posted schedules for the job sharers shall be used on the schedules that would apply to a full-time employee holding that position. Such schedules shall conform with the scheduling provisions of the Collective Agreement. Job sharers shall not be required; but may consent to work any shifts outside of the shifts of the full-time position. It is understood that this is not meant to reduce the hours of another part-time employee.
- (g) The employees involved in a job sharing arrangement will be classified as regular, part-time.
- (h) It is expected that both job sharers will cover each other's incidental illness. If, because of unavoidable circumstances, one cannot cover the other, the Department Head must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged extended absences.
- (i) Job sharers will receive part-time vacation entitlement as outlined in the Collective Agreement and will be required to cover each other during scheduled, vacation absences.
- (j) In the event that one (1) member of the job sharing arrangement goes on a leave of absence, the remaining member of the position will cover the leave of absence to a maximum of three (3) months or longer if the remaining member agrees.
- (k) Implementation

Any full-time employee wishing to share the position, may do so without having her half of the position posted. The other half of the job sharing position will be posted and a selection will be made on the criteria set out in the posting provisions of the Collective Agreement. If one of the job sharers leave the arrangement, and the Hospital decides to continue such job sharing position, her position will be posted. If there is no successful applicant to the position or if the Hospital decides not to continue the job sharing arrangement the shared position must revert to a full-time position. The remaining employee will have the option of continuing a full-time position or reverting to a part-time position, if one is available for which she is qualified. If she does not continue full-time, the position must be posted in accordance with the Collective Agreement.

(l) Discontinuation

- (i) Either the Hospital or the Union may discontinue any job sharing arrangement within sixty (60) calendar days notice.
- (ii) Upon receipt of such notice, a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation.

(m) All employees shall be considered in Accordance with Article 15.05 when filling job share postings.

(n) Lay-off

In the event of a layoff in a department or discipline in which there are job sharing arrangements, the Hospital will calculate the seniority of the job sharers as if they were reverted to their former statuses, using the formula set out in Article 12.04. Following this calculation, and after integrating the seniority of the job sharers (in their former statuses) with regular full and part time employees, it shall be determined which employee(s) are to be laid off. If the employee(s) to be laid off are party to a job share, that job sharing arrangement will be discontinued and the employees so affected will revert to their former statuses. Following this, the lay-off can be implemented.

28.08 Laboratory coats or other suitable forms of protective clothing will be supplied, laundered and maintained at the Hospital's expense and will be replaced as needed without charge for Technologists and Laboratory Assistants. Those employees whose work exposes them to corrosive materials shall be given suitable protective clothing.

The Hospital will provide protective clothing for the use of Radiological Technologists in performing examinations. These will be supplied, laundered, maintained and replaced as needed at the Hospital's expense.

The Hospital will provide scrub uniforms and laboratory coats and other suitable forms of protective clothing to Respiratory Therapists. These will be supplied, laundered, maintained and replaced if needed, at the Hospital's expense.

28.09 The Hospital will provide a bulletin board within each department for the exclusive use of the Union. All material posted must be initialed by the Director of Human Resources or designate.

28.10 The parties agree that they will share equally the cost of printing the collective agreement by a source acceptable to both parties.

- 28.11 Retroactive pay will be paid not later than the regular payday for the third consecutive full pay period commencing after the receipt of any award by the Hospital, or date of ratification of the Collective Agreement.
- 28.12 (a) An employee who has an advanced certification will receive a premium of Sixty Dollars (\$60.00) per month over and above their salary entitlement. An employee must produce proof of qualifications before such premium is recognized.
- (b) Each full-time employee will be advanced from her present level to the next level set out herein twelve (12) months after she was last advanced (hereinafter called her "anniversary date"). If a full-time employee is absent without pay, from the Hospital and that time exceeds thirty (30) working days during any such twelve (12) months, her anniversary date will be extended by the length of such absence.
- 28.13 Employees will receive full pay and benefits while attending work related educational classes which are approved by the Hospital.
- 28.14 When an employee is on duty and authorized to attend any in-service/education program within the Hospital and during her regularly scheduled working hours, the employee shall suffer no loss of regular pay. When an employee is required by the Hospital to attend education/in-service outside of her regularly scheduled hours, the employee shall be paid for all time spent in attendance at such education/in-service at her regular straight time hourly rate of pay.
- 28.15 Paycheque errors in the amount of 7.5 hours or greater will be paid to the employee by separate cheque of the first Friday after the Hospital is notified of the problem.

Article 29 - Compensation

- 29.01 When a new classification in the bargaining unit is established by the Hospital, or the Hospital makes a substantial change in the job content of an existing classification, the Hospital shall advise the Union of such new or substantially changed classification and the rate of pay which is established. If so requested within thirty (30) calendar days of such advice, the Hospital agrees to meet with the Union to permit the Union to make representations with respect to the appropriate rate of pay, providing any such meetings shall not delay the implementation of the new or substantially changed classification. Where the Union challenges the rate established by the Hospital and the matter is not resolved following the meeting with the Union, the matter may be referred to arbitration in accordance with the arbitration provisions contained in this

collective agreement, it being understood that any arbitration board shall be limited to establishing an appropriate rate based on the relationship existing among other classifications within the Hospitals and the duties and responsibilities involved. It is further understood and agreed that when determining the appropriate rate, primacy must be given to the relationship between job classifications covered by this collective agreement and that such relativity must be maintained. Each change in the rate established by the Hospital either through meetings with the Union or by a Board of Arbitration shall be retroactive from the time at which the new or substantially changed classification was first filled.

- 29.02 A claim for related experience if any, shall be made in writing by the employee at the time of hiring on the application for employment form. The employee shall cooperate with the Hospital by providing verification of previous experience. The Hospital will credit the employee with one (1) increment on the salary scale for every year of recent related full-time experience. The Hospital will review and verify the claim and will inform the employee where she/he will be placed on the salary scale, retroactive to the date of hire.

For the purpose of this clause, part-time experience will be calculated on the basis of one thousand seven hundred and sixty-two (1762) hours worked, equaling one (1) year of experience.

- 29.03 Part-time employees will accumulate service for purposes of progression on the salary grid, on the basis of one year of service for each 1762 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 12.03 (b) of the agreement.

Article 30 - Termination of Employment

- 30.01 All regular employees shall give two (2) calendar weeks written notice of their intention to terminate their employment with the Hospital.

- 30.02 A regular employee while on a maternity leave of absence which has been granted in accordance with Article 16.05 of this Agreement shall give four (4) calendar weeks written notice of her intention to terminate her employment with the Hospital.

- 30.03 The requirement of two (2) calendar weeks written notice and four (4) calendar weeks written notice, as the case may be, may be waived when such notice was not given due to circumstances beyond the control of the employee.

Article 31 – Retirement Benefits

31.01 The Hospital will provide to all employees who retire 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.

Article 32 - Duration & Renewal

32.01 This Agreement shall continue in effect from April 1, 2009 until March 31, 2011 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 this Agreement.

Signed at Windsor, Ontario the 8th day of October, 2010.

For the Union

B. B. B.
Maureen Baunt
M. Karanji
Francine Stadler
M. B.
B. C.
W. J.

For the Hospital

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

Schedule A: Letters Of Understanding

1) Letter of Understanding

For the purposes of the Collective Agreement the following will be deemed to be departments:

- (1) Cardiopulmonary Services – includes the disciplines of Respiratory Therapy, Cardiac Investigations, EEG Services, Echocardiography, Pacemaker Clinic.
- (2) Laboratory Services – includes the disciplines of Core, Core General, Specimen Procurement & Dispatch, Transfusion Medicine, Histology, Microbiology, Chemistry, Haematology, Cytology, Laboratory System Support.
- (3) Diagnostic Imaging Services – includes the disciplines of General Radiology, MRI and Ultrasound.
- (4) Crisis Services
- (5) Social Work/Discharge Planning and Resource Utilization Services
- (6) Social Workers assigned to a specific patient care area are deemed to be each a separate department for the purposes of Article 13
- (7) Nutrition and Food Services

To the extent that each of the above departments operate out of two (2) sites, they will be deemed to be one (1) department for the purpose of staffing and job posting. As such, prior to posting a position, the Employer has the ability to assign on the basis of seniority, those employees within a department from one site to the other.

Renewed this 8th day of October, 2010

For the Union

B. B. B. B.
Maureen Parent
M. Karsanji
Francine Stadler
M. B. B.

For the Hospital

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

II) Letter of Understanding

BETWEEN

Hotel-Dieu Grace Hospital
(the "Hospital")

- and -

Ontario Public Service Employees Union Local 142
(the "Union")

WHEREAS the Hospital and the Union are parties to a Collective agreement dated April 1, 2006 (the "Collective Agreement")

AND WHEREAS the Hospital and the Union wish to retain the knowledge and experience of long service employees and at the same time create full time openings for employees who want a full time position;

The Hospital and the Union therefore agree to implement a program upon ratification which will remain in place for the duration of this collective agreement.

Retiree/Job Sharing Program

Where two full-time employees in the same classification and in the same discipline plan to retire at approximately the same time, prior to their retirement, they may request to return to work at the hospital as job sharers in one of their vacated full-time positions for a period of two years. Where approved, the following conditions apply

1. The two positions will remain as full time positions;
2. The job posting requirements of Article 15 will be waived only for the position of the more junior employee who is retiring, and such position will be filled by the two retiree job sharers. The terms of Article 15 will apply for the position of the more senior employee.
3. The retired/rehired employees will be treated as new part-time temporary job share employees under the collective agreement, with the exception of the probation provisions of Article 12.

4. The retired/rehired employees will share the position of the more junior employee, in accordance with Article 28.07 (a) to (j).
5. If there are more than two employees interested in making such job-sharing arrangements, the selection will be made on the basis of seniority. The number of such job sharing arrangements in any department will be made by the Hospital.
6. If one of the retired/rehired employees leaves the job sharing arrangement, the position will be offered on the basis of seniority to other employees in the discipline (or in the case of Social Workers, in the department or discipline) who may be retiring, to be filled for the remainder of the two year period. If there is no such employee who is retiring and is interested in this job sharing arrangement, the remaining retiree job sharer will have the option to continue for the remainder of the two (2) year period as a full-time employee. If she chooses not to do so, the job share arrangement will end and the remaining job-sharer's employment will conclude. The full-time position now vacant will be addressed in accordance with Article 15 of the Collective Agreement.
7. In the event of a layoff in the discipline, classification and status where there is a retiree job-share position, the job share arrangement will be dissolved. In the event there is more than one such arrangement, the most recently-created arrangement will be dissolved first, in accordance with the number of layoffs identified.
8. Either the Hospital or the Union may discontinue any such job sharing arrangement within sixty (60) calendar days notice. Upon receipt of such notice, a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation.
9. At the end of the two years, the job shared position will conclude. The retiree job share employees will cease to be employed and the position will be addressed in accordance with Article 15 of the Collective Agreement.

Renewed this 8th day of October, 2010.

For the Union

B. Burian
Maureen Gaurt
M. Karsanji
Francine Stadler
R. Dwyer

For the Hospital

[Signature]
[Signature]
[Signature]

III) Letter of Understanding - Integration for the Delivery of Health Services

The Participating Hospitals and OPSEU are determined to minimize the adverse impact of integration on employees. The parties agree that a standardized approach to Human Resources Adjustment Planning should be used. For this reason, OPSEU and the Participating Hospitals support the development of provincial standards or principles as described in the Joint Hospital Industry Labour Management Council letter to the Ministers of Health and Labour, dated March 23, 2006.

For the purposes of this letter of understanding, the parties agree that "integrate", "integration", and "health service provider" have the same meaning as defined in Bill 36, an *Act To Provide For The Integration Of The Local System For The Delivery Of Health Services*. Throughout this document, the words rationalization, consolidation or integration may be used interchangeably.

In the event of a rationalization of any part of the services of the Hospital with those of another hospital or hospitals, the Hospital and the Union agree to be guided by the following principles:

- (a) the Hospital shall notify affected employees and the Union as soon as a formal decision to rationalize or integrate is taken;
- (b) the Hospital shall provide the Union with pertinent financial and staffing information and a copy of any reorganization plans which impact on the bargaining unit related to the rationalization of services.
- (c) the Hospital and the Union shall begin discussions concerning the specifics of the rationalization forthwith after a decision to rationalize is taken;
- (d) as soon as possible in the course of developing a plan for the implementation of the rationalization the Hospital shall notify affected employees and the Union of the projected staffing needs, and their location, which are anticipated to result; notice to affected employees and the Union shall include the estimated number and types of positions anticipated to be available, and their location, as the result of the rationalization;
- (e) if services in the Hospital are to be reduced or eliminated as the result of a rationalization, or if the employment of employees is otherwise to be affected, the Hospital shall prepare a list of the affected employees in order of seniority by jobs for which it considers such employees are eligible. This list will be updated to reflect any changes due to employees leaving or entering the unit;

- (f) if a rationalization is anticipated to result in a loss of employment for employees at another hospital by reason of the establishment of a new unit or department or the enlargement or extension of services at the Hospital:
- i) in the period before a rationalization takes place, where a permanent vacancy occurs and has not been filled after Article 13.01 has been complied with, the vacancy shall be filled by the senior qualified employee of the other hospital who wishes to make an early transfer. An employee taking such a position shall be treated as a transferring employee and not as a new hire;
 - ii) when the rationalization takes place, and when employees formerly employed by the other hospital or hospitals involved are transferred to the Hospital, such employees shall maintain their seniority dates and shall be placed on seniority lists at the Hospital accordingly. Thereafter they shall exercise seniority rights in accordance with this agreement. Following implementation of the rationalization, no employee who has been transferred to the Hospital shall suffer a reduction in wages. If the wage grid in effect at the Hospital does not correspond to the grid in effect at the hospital at which such employees were formerly employed, employees whose wages were not identical to a wage step on the Hospital's grid shall be moved to the next higher step. Where the transferring employee's salary exceeds the range maximum, the employee's salary will be red circled;
 - iii) employees who have been transferred to the Hospital shall be subject to the benefit plans of the Hospital in the manner provided under the collective agreement. The retention, modification or abandonment of pre-existing grandfathered benefits and the provisions of sick leave plans, to which employees who have been transferred to the Hospital were formerly subject, shall be negotiated between the Union and the Hospital. Employees who have been transferred to the Hospital shall retain their former level of vacation entitlement or shall be entitled to the level provided by this agreement, whichever is the greater;
 - iv) hours of work shall be those of the Hospital;
 - v) an employee who has been transferred to the Hospital and who has not completed her or his probationary period at the Hospital where she or he was formerly employed shall receive credit for her or his service during such probationary period, and shall complete the balance of the probationary period required by this agreement. No new probationary period shall be served by an employee who has been transferred to the Hospital.

- g) Employees who are relocated or transferred to another employer by the Hospital will retain their seniority and service at their original 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 their originating 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.
- h) Nothing in the foregoing shall be deemed to limit or restrict the parties rights and obligations under the *Labour Relations Act, 1995* or the *Act To Provide For The Integration Of The Local System For The Delivery Of Health Services* (Bill 36), as may be amended from time to time.
- i) The parties may also wish to refer to the Service Rationalization/Employee Transfer Guidelines established by the Ontario Hospital Industry Labour Management Committee in 1986.

Renewed this 8th day of October, 20 .

For the Union

B. Bunn
Maureen Gaunt
M. Karsanji
Francine Stadler
M. Singh

For the Hospital

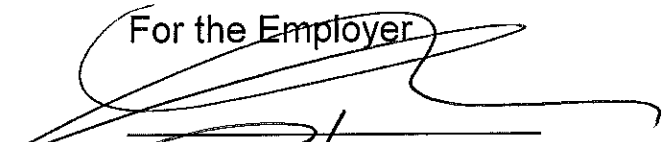
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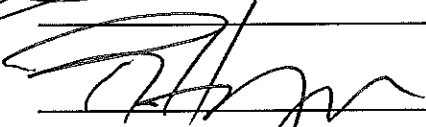
IV) Letter Of Understanding- Pay Equity

The parties agree that within sixty (60) days of the ratification or award on the renewal of the collective agreement, a meeting will be held to discuss, review the pay equity plan, and determine what is required to ensure that the Pay Equity Legislation is being complied with.


Signed this 8th day of October 2010.

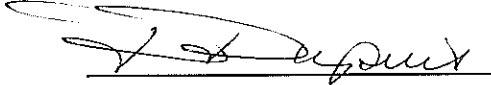
For the Employer






M Karanj







For the Union



Maureen Paunt



Francine Stadler



APPENDIX "A"

Charge MLT/MRT

Wage Step		Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	7 Year	8 Year	9 Year
Current		28.8546	30.1678	31.4810	32.7941	34.0957	35.4088	36.7104	38.0351	39.3134	40.6498
April 1, 2009	2.50%	29.5760	30.9220	32.2680	33.6140	34.9480	36.2940	37.6281	38.9860	40.2963	41.6661
April 1, 2010	2.50%	30.3154	31.6950	33.0747	34.4543	35.8218	37.2014	38.5688	39.9607	41.3037	42.7077

Charge Ultrasound, MRI, Respiratory Therapy

Wage Step		Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	7 Year	8 Year	9 Year
Current		28.8546	30.1678	31.4810	32.7941	34.0957	35.4088	36.7104	38.0351	39.3134	41.8693
April 1, 2009	2.50%	29.5760	30.9220	32.2680	33.6140	34.9480	36.2940	37.6281	38.9860	40.2963	42.9161
April 1, 2010	2.50%	30.3154	31.6950	33.0747	34.4543	35.8218	37.2014	38.5688	39.9607	41.3037	43.9890

Senior Technologist/Clinical Instructor

Wage Step		Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	7 Year	8 Year	9 Year
Current		27.3207	28.5525	29.7959	31.0277	32.2712	33.5146	34.7348	35.9899	37.1984	38.4536
April 1, 2009	2.50%	28.0037	29.2663	30.5408	31.8034	33.0780	34.3525	35.6032	36.8896	38.1284	39.4149
April 1, 2010	2.50%	28.7038	29.9980	31.3044	32.5985	33.9049	35.2113	36.4933	37.8118	39.0816	40.4003

Senior MRI/UltrasoundTechnologist, Senior Respiratory Therapist

Wage Step		Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	7 Year	8 Year	9 Year
Current		27.3207	28.5525	29.7959	31.0277	32.2712	33.5146	34.7348	35.9899	37.1984	39.6040
April 1, 2009	2.50%	28.0037	29.2663	30.5408	31.8034	33.0780	34.3525	35.6032	36.8896	38.1284	40.5941
April 1, 2010	2.50%	28.7038	29.9980	31.3044	32.5985	33.9049	35.2113	36.4933	37.8118	39.0816	41.6090

Registered Technologist

Wage Step		Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	7 Year	8 Year
Current		27.0535	28.1109	29.2846	30.4467	31.6087	32.7825	33.9446	35.0951	36.2803
April 1, 2009	2.50%	27.7298	28.8137	30.0167	31.2079	32.3989	33.6021	34.7932	35.9724	37.1873
April 1, 2010	2.50%	28.4229	29.5340	30.7671	31.9881	33.2089	34.4421	35.6630	36.8717	38.1170

Registered Respiratory Therapist, Registered MRI/Ultrasound Technologist, Registered Echocardiographer

Wage Step		Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	7 Year	8 Year
Current		27.0535	28.1109	29.2846	30.4467	31.6087	32.7825	33.9446	35.0951	37.3728
April 1, 2009	2.50%	27.7298	28.8137	30.0167	31.2079	32.3989	33.6021	34.7932	35.9724	38.3071
April 1, 2010	2.50%	28.4229	29.5340	30.7671	31.9881	33.2089	34.4421	35.6630	36.8717	39.2648

Registered EEG and Echo Technologists

All Registered EEG Technologists and Registered Echo Technologists hired prior to January 26, 2004 were grandfathered onto the Therapist/Technologist grid and received increases according to that grid. Effective November 1, 2005 Echocardiographers who are ARDMS credentialed shall be paid at the Registered Ultrasonographer rate. Registered EEG Technologists hired after January 26, 2004 will be paid according to the following grid:

Wage Step		Start	1 Year	2 Year	3 Year	4 Year
Current		26.3910	27.3904	28.4014	29.4008	30.3886
April 1, 2009	2.50%	27.0508	28.0752	29.1115	30.1358	31.1483
April 1, 2010	2.50%	27.7271	28.7771	29.8392	30.8892	31.9270

Senior Pacemaker Technician

Wage Step		Start	1 Year	2 Year	3 Year	4 Year
Current		27.9745	29.0338	30.1055	31.1649	32.2119
April 1, 2009	2.50%	28.6738	29.7597	30.8582	31.9440	33.0172
April 1, 2010	2.50%	29.3907	30.5037	31.6296	32.7426	33.8426

Non Registered EEG/Echo Technologists

All Non-registered Echo Technologists hired before January 26, 2004 will be grandfathered onto the Therapist/Technologist grid and receive increases according to that grid, except that the highest step they may attain is the 5 year rate. Any non-registered EEG or Echo Technologist hired after ratification shall be paid according to the following grid:

Wage Step		Start	1 Year	2 Year	3 Year	4 Year
Current		22.4050	23.2650	24.1133	24.9733	25.8216
April 1, 2009	2.50%	22.9651	23.8466	24.7162	25.5976	26.4671
April 1, 2010	2.50%	23.5393	24.4428	25.3341	26.2375	27.1288

SR Registered EKG Technologist

Wage Step		Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year
Current		24.3753	25.3976	26.4199	27.4176	28.4152	29.4375	30.4352
April 1, 2009	2.50%	24.9847	26.0325	27.0804	28.1030	29.1256	30.1735	31.1961
April 1, 2010	2.50%	25.6093	26.6833	27.7574	28.8056	29.8538	30.9278	31.9760

Registered EKG Technologist

All current Registered EKG Techs will be grandfathered onto the following wage grid:

Wage Step		Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year
Current		22.9977	23.9623	24.9268	25.8681	26.8094	27.7739	28.7152
April 1, 2009	2.50%	23.5727	24.5613	25.5500	26.5148	27.4796	28.4682	29.4331
April 1, 2010	2.50%	24.1620	25.1753	26.1887	27.1776	28.1666	29.1800	30.1689

Any Registered EKG Techs hired after January 26, 2004 will be paid according to the following grid:

Wage Step		Start	1 Year	2 Year	3 Year	4 Year
Current		22.4051	23.2650	24.1133	24.9733	25.8216
April 1, 2009	2.50%	22.9652	23.8466	24.7162	25.5976	26.4671
April 1, 2010	2.50%	23.5393	24.4428	25.3341	26.2375	27.1288

Non Registered EKG Technologist

Wage Step		Start	1 Year	2 Year	3 Year	4 Year
Current		20.9757	21.7659	22.5677	23.3696	24.1482
April 1, 2009	2.50%	21.5001	22.3101	23.1319	23.9538	24.7519
April 1, 2010	2.50%	22.0376	22.8678	23.7102	24.5527	25.3707

Laboratory Assistant

Wage Step		Start	1 Year	2 Year	3 Year	4 Year
Current		22.4051	23.2650	24.1133	24.9733	25.8216
April 1, 2009	2.50%	22.9652	23.8466	24.7162	25.5976	26.4671
April 1, 2010	2.50%	23.5393	24.4428	25.3341	26.2375	27.1288

BSW Social/Crisis Worker

Wage Step		Start	1 Year	2 Year	3 Year	4 Year
Current		30.3305	31.9225	33.4914	35.0719	36.6522
April 1, 2009	2.50%	31.0888	32.7206	34.3287	35.9487	37.5685
April 1, 2010	2.50%	31.8660	33.5386	35.1869	36.8474	38.5077

MSW Social/Crisis Worker

Wage Step		Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year
Current		31.0045	32.8057	34.6070	36.3966	38.2094	39.9992	41.8003
April 1, 2009	2.50%	31.7796	33.6259	35.4722	37.3065	39.1647	40.9991	42.8453
April 1, 2010	2.50%	32.5741	34.4665	36.3590	38.2392	40.1438	42.0241	43.9164

Dietician

Wage Step		Start	1 Year	2 Year	3 Year	4 Year	5 Year
Current		28.7617	30.3305	31.9226	33.4914	35.0718	36.6523
April 1, 2009	2.50%	29.4807	31.0888	32.7206	34.3287	35.9486	37.5686
April 1, 2010	2.50%	30.2177	31.8660	33.5386	35.1869	36.8473	38.5078



Workload Alert Notification
In accordance with Article 28.03 of the collective agreement

Please be advised that the undersigned has cause to believe that he/she is being asked to perform more work than is consistent with proper patient care. A written response to this request is requested.

Section 1: General Information			
Name of Employee(s)	_____	_____	_____
Reporting:	_____	Steward:	_____
Employer/site:	_____	Unit/Area/Program:	_____
Date of Occurrence:	_____	Time:	_____
Name of Supervisor:	_____	Date/Time Submitted:	_____

Section 2: Details of Occurrence
Provide a concise summary of the occurrence(attach additional pages if necessary)

Check One: <input type="checkbox"/> Is this an isolated incident? <input type="checkbox"/> An ongoing problem?

Section 3: Contributing Factors
<input type="checkbox"/> Staffing Shortages _____
<input type="checkbox"/> Patient/Work Preparation Concerns _____
<input type="checkbox"/> Patient/Work Volume _____
<input type="checkbox"/> Equipment Concerns _____
<input type="checkbox"/> Other _____

Section 4: Identify the specific risk issues to staff/patient care
<input type="checkbox"/> Emergency Situation (will result in serious impact on patient in the immediate future)
<input type="checkbox"/> Urgent Situation (will result in serious impact on patient in future)
<input type="checkbox"/> Pressing Situation (could result in serious impact on patient in the immediate/foreseeable future)

Section 5: Employee Signatures	
Signature: _____	Phone No. _____
Signature: _____	Phone No. _____
Signature: _____	Phone No. _____
Date Submitted: _____	

Note to Members and Stewards: Copies of any completed form should be retained by the member and further copies forwarded to the Department Manager and the Local President.