

Collective Agreement

between

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

and

St. Francis Memorial Hospital

Full-Time/Part-Time

DURATION: April 1, 2007 – March 31, 2009



Sector 11
4-473-309-20090331-11

C.A.# 1919

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ARTICLE 1 **PURPOSE**

1.01 The general purpose of this agreement is to establish and maintain collective bargaining relations between the Hospital and the employees covered by this agreement; to provide for 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 2 **RECOGNITION**

2.01 In accordance with the certificate issued by the Ontario Labour Relations Board dated at Toronto on the 21st day of January, 1991, the Hospital recognizes the Ontario Public Service Employees Union as the bargaining agent of all employees of St. Francis Memorial Hospital Association at Barry's Bay, Ontario, save and except supervisors, persons above the rank of supervisor, professional medical staff, graduate, undergraduate and registered nurses, paramedical employees, office and clerical staff and any employees in bargaining units for which any trade union held bargaining rights as of December 13, 1990.

ARTICLE 3 **MANAGEMENT RIGHTS**

3.01 The Union recognizes that the management of the Hospital and the direction of the working force are fixed exclusively in the Hospital and shall remain solely with the Hospital except as specifically limited by the express provisions of this agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Hospital to:

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay off, recall and suspend or otherwise discipline employees provided that a claim of discharge or

discipline without just cause may be the subject of a grievance and dealt with as hereinafter provided;

- (c) determine, in the interest of efficient operation and highest standards of service, job rating or classification, the hours of work, work assignments, work scheduling, methods of doing the work and the working establishment for any service, and all other matters concerning the Hospital's operations, not otherwise specifically dealt with elsewhere in this agreement;
- (d) determine the number of personnel required, the services to be performed and the methods, procedures and equipment in connection therewith;
- (e) make and enforce and alter from time to time rules and regulations to be observed by the employees, provided that such rules and regulations shall not be inconsistent with the provisions of this agreement.

ARTICLE 4 DEFINITIONS

4.01 Full-Time

A full-time employee is an employee who is regularly scheduled to work the normal standard work week referred to in Article 18.01.

4.02 Part-Time

A part-time employee is an employee who is regularly scheduled to work less hours than the normal standard work week hours referred to in Article 18.01.

4.03 Casual

A casual employee is an employee who is not regularly scheduled outside of the summer relief and Christmas holiday periods, and who works only when called to do so.

4.04 Temporary Full Time / Part time Employees

A temporary employee may be hired for a specified term, to perform a project or special non-recurring task or to replace an employee on leave.

Employees hired as replacement for an employee on leave are subject to the terms and conditions of Article 15.02.

A temporary employee hired to perform a project or special non-recurring task is not subject to the rights or provisions of the collective agreement.

ARTICLE 5 NO DISCRIMINATION

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

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

5.03 Duty to Accommodate

The hospital recognizes its duty to accommodate employees short of undue hardship under the OHRC. Where such a duty arises, the hospital will develop an appropriate accommodation plan in writing with the employee and the Union unless no union representative is available in which case the employer shall endeavor to hold a conference call. The plan will meet the criteria and principles set out in the OHRC's Policy and Guidelines on Disability and the Duty to Accommodate. It is understood that the principles apply equally to all enumerated grounds under the Code.

ARTICLE 6 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 terms "strike" and "lockout" shall bear the meaning given them in the *Ontario Labour Relations Act*.

ARTICLE 7 UNION SECURITY

- 7.01 The Hospital will deduct from each employee in the bargaining unit an amount equal to the regular monthly union dues designated by the Union in accordance with the constitution and bylaws of 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 Financial Administration at 100 Lesmill Road, North, York, Ontario M3B 3P8, 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.
- 7.02 The Hospital will provide each employee with a T4 Supplementary slip showing the dues deducted in the previous year for income tax purposes.
- 7.03 The Hospital will provide the Union with a list, monthly, of all hirings, layoffs, recalls and terminations within the bargaining unit, where such information is available or becomes readily available through the Hospital's payroll system.
- 7.04 No Other Agreements
No employee shall be required or permitted to make any written or verbal agreement with the Hospital or its representative(s) which conflicts with the terms of this Agreement. No individual or group of employees shall undertake to represent the Union at meetings with the Hospital without proper authorization from the Union.

ARTICLE 8 REPRESENTATION AND COMMITTEES**8.01 Union Stewards:**

The Hospital agrees to recognize a maximum of five (5) Union Stewards to be elected or appointed from amongst employees in the bargaining unit for the purpose of handling complaints, questions and grievances as provided for under this Collective Agreement. There shall be no more than one Steward in any one department.

Union Stewards have their regular duties and responsibilities to perform for the Hospital and shall not leave their regular duties

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

One of the five (5) aforementioned Stewards shall be designated as the Unit Steward. The Steward so designated may represent bargaining unit employees in any department.

8.02

Labour Management Committee:

The parties mutually agree that there are matters that would be beneficial if discussed at a Labour Management Committee meeting during the term of this agreement. The Committee shall be comprised of three (3) representatives of each party as mutually agreed and shall meet at a time and place mutually satisfactory. The Committee shall meet once every two (2) months, unless agreed otherwise. A request for a meeting hereunder will be made in writing at least fourteen (14) days prior to the date proposed and accompanied by an agenda of matters proposed to be discussed.

Where a Hospital has two or more agreements with OPSEU, then a joint committee shall represent all units unless otherwise agreed. It is agreed that no more than one bargaining unit member from a department shall serve on this committee.

8.03

Negotiating Committee:

The Hospital agrees to recognize a Negotiating Committee comprised of four (4) members to be elected from the bargaining unit. It is agreed that no more than one (1) bargaining unit member from a department shall serve on this committee.

The Hospital agrees that the members of the Negotiating Committee shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending negotiating meetings with the Hospital up to and including conciliation.

- 8.04 All new employees will have the opportunity to meet with a representative of the Union in the employ of the Hospital for a period of up to fifteen (15) minutes during the employee's probationary period without loss of regular earnings. The purpose of such meeting will be to acquaint the employee(s) with such representative of the Union and the Collective Agreement. These interviews will be scheduled in advance and may be arranged collectively or individually by the Hospital. The Hospital will notify the Unit Steward, as soon as possible after a new employee is hired, in order to arrange an interview at a mutually agreeable time.

ARTICLE 9 **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 its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention - Health and Safety Committee, one (1) representative selected or appointed by the Union from amongst bargaining unit employees.
- 9.03 Such committee shall identify potential dangers and hazards, institute means of improving health and safety 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 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, except where a representative leaves the committee part way through her term, the representative replacing such person shall only serve out the balance of the term. Time off for such representative to attend meetings of the Accident Prevention - Health and Safety Committee in accordance with the foregoing shall be granted in accordance with the Ontario Health and Safety Legislation.

9.07 The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.

ARTICLE 10 GRIEVANCES AND ARBITRATION PROCEDURE

10.01 Employees shall have the right, upon request, to the presence of a Union Steward at any stage of the grievance procedure, including the complaint stage, or at any time when formal discipline is imposed.

10.02 For purposes of this agreement, a grievance is defined as a difference arising between a member of the bargaining unit and the Hospital relating to the interpretation, application, administration or alleged violation of the agreement.

10.03 It is the mutual desire of the parties hereto that complaints shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until she has first given her Department Manager or designate the opportunity of adjusting her complaint. Such complaint shall be discussed with her Department Manager or designate within fifteen (15) 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 nine (9) calendar days, it shall then be taken up as a grievance within the nine (9) calendar days following her Department Manager or designate's decision in the following manner and sequence:

Step 1: The employee must submit the grievance on the prescribed union form signed by her to her Department Manager or designate and may be accompanied, if she so desires, by the Union Steward. The grievance shall identify the nature of the grievance, the remedy sought, and, where possible, specify the provisions of the agreement which are alleged to have been violated. The Department Manager or designate will deliver her decision in writing within nine (9) calendar days following the day on which the grievance was presented to her. Failing settlement, then:

Step 2: Within nine (9) calendar days following the decision in the immediately preceding step, the grievance may be submitted in writing to the Administrator of the Hospital or her designate. A meeting will then be held between the Administrator or her designate and the grievor and her representative within nine (9) calendar days

of the submission of the grievance at Step 2 unless extended by agreement of the parties.

It is further understood that either party may have such assistance as they may desire at such meeting. The decision of the Hospital shall be delivered in writing within nine (9) 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 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 by-passed. Where the grievance is a Hospital grievance, it shall be filed with the local Unit Steward or her 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 manager or her designate within fourteen (14) calendar days after the circumstances giving rise to the grievance having occurred. The Union may designate a representative grievor(s) for the purpose of presentation. The grievance shall then be treated as being initiated at Step 1 and the applicable provisions of this article shall then apply with respect to the handling of such grievance.

10.06

Discharge Grievance:

The release of a probationary employee shall not be the subject of a grievance or arbitration. A claim by an employee who has completed her probationary period 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 2 within seven (7) calendar days after the date the discharge is effected. Such special grievance may be settled under the grievance or arbitration procedure by:

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

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

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 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 fourteen (14) calendar days thereafter, the other party shall appoint its nominee, provided however, that if such party fails to appoint its nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to make such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to agree upon a chairperson of the arbitration board. If they are unable to agree upon such a chairperson within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairperson.

10.10 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

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

- 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 chairperson 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 expenses of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairperson 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 LETTERS OF REPRIMAND AND ACCESS TO FILES

- 11.01 Any letter of reprimand or suspension will be removed from the record of an employee eighteen (18) months following the receipt by the employee of such letter or suspension provided that the employee's record has been discipline free for such eighteen (18) month period. Employees shall receive a copy of any and all actions considered to be disciplinary in nature.
- 11.02 Each employee shall have access to her file up to two (2) times per year 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.

ARTICLE 12 SENIORITY

12.01 Newly hired employees shall be considered to be on probation for a period of 450 hours. 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 designate; such probationary period may be extended. Any extension agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration.

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

Where employees work in more than one department, seniority will be recorded in the department where the majority of hours are earned but shall include an accumulated total of bargaining unit hours.

- 12.03
- (a) Seniority shall be retained by an employee in the event she is transferred from full-time to part-time or vice versa. For the purposes of the application of seniority under the agreement but not for the purposes of service under any provisions of the agreement, an employee whose status is changed from full-time to part-time shall receive credit for her seniority on the basis of 1950 hours worked for each year of full-time seniority. For the purposes of the application of seniority under the agreement but not the purposes of service under any provisions of the agreement, an employee whose status is changed from part-time to full-time shall receive credit for her seniority on the basis of one (1) year of seniority for each 1950 hours worked. Any time worked in excess of an equivalent shall be prorated at the time of transfer.
 - (b) A full-time employee may request a transfer from full-time to part-time. The Employer shall post and fill the full-time vacancy as per Article 15.01. The full-time employee requesting the transfer will be placed in the part-time vacancy created by the filling of the full-time vacancy without posting the vacancy.

12.04

(a) Effect of Absence:

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

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

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

It is further understood that during such absence, credit for seniority shall be suspended and not accrue during the period of absence.

Notwithstanding this provision, seniority shall accrue while an employee is on pregnancy leave under Article 16.05 and/or on parental leave under Article 16.06; or for a period of twelve (12) months if any employee's absence is due to disability resulting in WCB or LTD benefits.

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

12.05

For the purposes of layoff and recall, seniority shall operate on a bargaining unit-wide basis.

12.06

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

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

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

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

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

- (a) leaves of her own accord;
- (b) is discharged and the discharge is not reversed through the grievance or arbitration procedures;
- (c) has been laid off twenty-four (24) months;
- (d) is absent from scheduled work for a period of three (3) or more consecutive working days, without notifying the Hospital of such absence and providing a reason satisfactory to the Hospital;
- (e) fails to return to work (subject to the provisions of (d)) upon termination of an authorized leave of absence without satisfactory reason or utilizes a leave of absence, without permission, for purposes other than that for which the leave was granted;
- (f) fails upon being notified of a recall to signify her intention to return within five (5) calendar days after she has received the notice of recall mailed by registered mail to the last known address according to the records of the Hospital and fails to report to work within ten (10) calendar days after she has received the notice of recall or such further period of time as may be agreed upon by the parties;

- (g) is absent due to illness or disability for a period of twenty-four (24) months, unless she has less than six (6) months service at the time the illness or disability commenced and is not eligible for long-term disability benefits. If the employee has less than six (6) months service at the time the illness or disability commenced and is not eligible for long-term disability benefits, this provision will apply after an absence equal to her length of service at the time the absence commenced, subject to the applicable provisions of the Human Rights Code.

ARTICLE 13 LAYOFF AND RECALL

13.01 In the event of a proposed layoff at the Hospital of a permanent or long-term nature, the Hospital will:

- (a) provide the Union and employee with no less than four (4) months notice of such layoff (any subsequent resultant displacements, original notice to Union shall suffice), and
- (b) meet with the Union through the Labour Management Committee, within two (2) weeks of notice referred to in 13.01(a) and thereafter as frequently as necessary, to review the following:
 - (i) the reason causing the layoff;
 - (ii) the service the Hospital will undertake after the layoff;
 - (iii) the method of implementation including the areas of cut-back and employees to be laid off;
 - (iv) ways the Hospital can assist employees to find alternate employment;
 - (v) identify vacant positions in the Hospital, or positions which are currently filled but which will become vacant within a twelve (12) month period, or work sub-contracted by the Hospital, within the Hospital, not covered by a collective agreement;
 - (vi) identify the retraining needs of the workers and facilitate (at no cost to the Hospital) such training

for workers who are or who would otherwise be laid off.

- (c) The Hospital agrees to provide all pertinent financial and staffing information.

13.02 Any agreement between the Hospital and the Union resulting from the above review concerning the method of implementation will take precedence over other terms of layoff in this agreement. Notice of layoff shall be in accordance with the provisions of the *Employment Standards Act*.

13.03 In the event of layoff, the Hospital shall

- a) identify the position(s) and department(s) affected by such layoffs; and
- b) layoff employees in the reverse order of their seniority within their classification and department providing that those employees who remain on the job have the qualification and ability to perform the work.

13.04 An employee who is subject to layoff and declared surplus shall have the right to either:

- a) accept the layoff and be placed on a recall list for twenty-four (24) months; or
- b) displace an employee in their department of identical status (ie. PT to PT or FT to FT) who has lesser bargaining unit seniority and can perform the duties of the displaced employee without training other than orientation. Any employee displaced under this provision may exercise their rights to displace consistent with this article.

Failing placement the surplus employee may then displace a position for which they are qualified in an identical or closest lower wage classification in another department, providing they can perform the duties of the classification without training other than orientation.

- c) If a FT employee cannot or does not choose to displace another FT employee within the displacement process, she may displace the least senior PT employee in the department,

providing she can perform the duties of the position without training other than orientation.

A PT employee displaced by this process may displace the least senior casual employee in the department provided she is able to perform the duties of the position without training other than orientation.

- 13.05 An employee who displaces an employee in a lower paying classification will be placed on the salary grid of the lower classification consistent with the level she would have achieved in the lower classification based on her service and experience with the Hospital.
- 13.06 An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided she has the qualifications and ability to perform the work, before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the Collective Agreement shall not apply until the recall process has been completed. An employee who is recalled shall be credited with the seniority she had at the time of the layoff.
- 13.07 An employee recalled to work in a different classification from which she was laid off, or an employee who has displaced an employee in a lower classification shall be entitled to return to the position she held prior to the layoff should it become vacant within twenty-four (24) months of the layoff provided that the employee remains qualified and able to perform the duties of her former position.
- No new employee 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 provisions, or have been found unable to perform the work available.
- 13.08 The Hospital shall notify the employee of recall opportunity by registered mail addressed to the last address on record with the Hospital (which notification shall be deemed to be received on the fifth day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for her proper address being on record with the Hospital.

13.09 Retirement Allowance

Prior to issuing notice of layoff to full and/or regular part-time staff, the Hospital will offer a retirement allowance to employees fifty-five (55) years of age and over within the classification affected by the layoff. The retirement allowance will be offered to employees in reverse order of seniority, to a maximum number equal to the number of positions being laid off.

An employee who elects the above option shall receive, following completion of the last day of work, one (1) week's salary for each year of seniority based on seniority as defined by the Collective Agreement to a maximum of fifteen (15) weeks' salary. A week's salary is defined as thirty-seven and one-half (37.5) hours. Any employee exercising this option will not be eligible for rehire by the Hospital.

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 lay off under conditions referred to above will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as set forth above and the requirements of the applicable legislation.

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

employee. Training shall be given during the hours of work whenever possible and may extend for up to six (6) months.

ARTICLE 15 JOB POSTING, PROMOTION AND TRANSFER

15.01 Permanent Vacancies

- (a) Where a permanent vacancy exists, or where the Hospital creates a new position in the bargaining unit, such vacancy shall be posted for a period of seven (7) calendar days. Applications for such vacancies shall be made in writing within the seven (7) day period referenced herein.
- (b) Notices of vacancies referred to in 15.01 (a) shall include, for information purposes: department, classification, qualifications, wage rate. Copies of postings and notice of successful applicant shall be provided to the Union President or designate.
- (c) In filling posted vacancies, the selection shall be made based on skill, ability, experience, and relevant qualifications of the applicants. Where these factors are relatively equal, bargaining unit seniority shall be the governing factor.
- (d) The Hospital agrees to discuss with unsuccessful applicants ways in which they can improve for future postings, if requested.

15.02 Temporary Vacancies

- (a) Notwithstanding the above, vacancies which are not expected to exceed six (6) months and vacancies caused due to illness, accident, vacation, leaves of absence (including pregnancy/parental) may be filled at the discretion of the Hospital.
- (b) In filling such temporary vacancies, the Hospital shall consider employees who have expressed interest in writing in the following priority: a) by seniority in the department in which the vacancy occurred; b) by seniority within the bargaining unit; c) within the Hospital; and d) external applicants.

- (c) Employees at the Hospital represented by OPSEU selected to fill such temporary vacancies agree not to apply for other temporary positions while filling the temporary vacancy. Upon completion of the temporary vacancy, the bargaining unit employee will be returned to her former position. Such employees shall continue to accrue seniority while filling a temporary vacancy.
- (d) Employees newly hired to fill such temporary vacancy will not accrue seniority during the filling of such vacancy.
- (e) If such employees successfully post into a permanent position within the bargaining unit, prior to the end of the non-posted vacancy, they will be credited with seniority from their last date of hire. The release or discharge of such employee at the completion of the temporary vacancy shall not be the subject of a grievance or arbitration.

15.03 In matters of promotion and staff transfer, a successful bargaining unit applicant shall be allowed a trial period of up to sixty (60) days worked during which the Hospital will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned by the Hospital, to the position formerly occupied, without loss of seniority. Should the employee return or be returned to her former job, the filling of subsequent vacancies will be reversed.

15.04 An employee who is promoted to a higher rated classification within the bargaining unit will be placed in the range of the higher rated classification so that she shall receive no less an increase in wage rate of her previous classification (provided that she does not exceed the wage rate of the classification to which she has been promoted).

The employee's anniversary date shall be adjusted.

15.05 An employee selected as a result of a posted vacancy need not be considered for a further vacancy for a period of up to twelve (12) months from her date of selection.

ARTICLE 16 LEAVES OF ABSENCE

16.01 Written requests for a personal leave of absence without pay will be considered on an individual basis by the employee's supervisor. Such requests are to be submitted as far in advance as possible and a

written reply will be given. Such leave shall not be unreasonably withheld.

16.02

(a) Local Union Business Leave

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

In interpreting this clause, legitimate leave of absence for Union business shall include conventions, seminars, education programs or special executive board meetings. No more than two (2) employees shall be eligible for leave of absence for Union business at one time and not more than one (1) employee from one department. The maximum total number of days available for this bargaining unit to use for Union leave of absence purposes is thirty (30). The maximum total number of days available for an individual bargaining unit member to use for Union leave of absence is twenty (20).

When the Hospital requests the OPSEU President or his/her delegate to attend meetings outside their regular shift, meeting time will be paid at the regular hourly rate.

(b) Full-Time Union Position Leave

When an employee is elected as the Union's President or First Vice-President (provincially), the Union will immediately following such election advise the employer of the name of the employee so elected. Leave of absence shall be granted from the employee's place of employment for the duration of the current term of office. The Union shall reimburse the

Hospital the amounts paid on behalf of the employee, including pay and benefits.

- (c) Where an individual of the bargaining unit represented by OPSEU is elected or appointed as an Executive Board Member, or Executive Officer, such individual shall be granted leave of absence for the time off required to exercise the duties of such appointment. The notice requirements to obtain such time off shall be governed in accordance with the leave of absence policy and procedure of the Hospital. Such positions shall be limited to one (1) member from the Hospital.
- (d) For leaves of absence without pay for Union business under the terms of this agreement, the employee's salary and applicable benefits will be maintained by the Hospital and the Union will reimburse the Hospital for the cost of salary and benefits. The Hospital will bill the Union and the Union will reimburse the Hospital within a reasonable period of time.

16.03

Bereavement Leave

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

16.04

Jury and Witness Duty

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

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

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

16.05

Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. An employee who is eligible for a pregnancy leave may extend the leave for a period of up to twelve (12) months' duration, inclusive of any parental leave.
- (b) The employee shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least four (4) weeks in advance thereof. The employee shall be reinstated to her former position unless the position has been discontinued in which case she shall be given a comparable job.
- (d) Employees newly hired to replace employees who are on approved pregnancy leave may be released and such release shall not be the subject of a grievance or arbitration. If

retained by the Hospital, in a permanent position, the employee shall be credited with seniority from date of hire subject to successfully completing her or his probationary period.

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

- (e) The Hospital may request an employee to commence pregnancy leave at such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance or non-performance of her work is materially affected by the pregnancy.
- (f) On confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 18 of the *Employment Insurance Act* shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two (2) week Employment Insurance waiting period, and receipt by the Hospital of the employees Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue for a maximum period of fifteen (15) weeks. The employees regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours. The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment Insurance benefit (currently 26 weeks).

16.06

Parental Leave

- (a) An employee who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.

- (b) An employee who has taken a pregnancy leave under Article 16.05 is eligible to be granted a parental leave of up to thirty-five (35) weeks' duration, in accordance with the *Employment Standards Act*. An employee who is eligible for a parental leave who is the natural father or is an adoptive parent may extend the parental leave for a period of up to twelve (12) months' duration, consideration being given to any requirements of adoption authorities". In cases of adoption, the employee shall advise the hospital as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.
- (c) The employee shall be reinstated to her or his former position, unless that position has been discontinued, in which case the nurse shall be given a comparable job.
- (d) Employees newly hired to replace employees who are on approved parental leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Hospital, in a permanent position, the employee shall be credited with seniority from date of hire subject to successfully completing her or his probationary period.
- The Hospital will outline to employees hired to fill such temporary vacancies, the circumstances giving rise to the vacancy and the special conditions relating to such employment.
- (e) On confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, a employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 20 of the *Employment Insurance Act* shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between eighty-four (84%) percent of the employee's regular weekly earnings and the sum of her or his weekly Employment Insurance benefits and any other earnings.

Such payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she or he is in receipt of Employment Insurance parental benefits and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying her or his regular hourly rate on her or his last day worked prior to the commencement of the leave times her or his normal weekly hours. The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment Insurance benefit (currently 26 weeks).

16.07 Transfer of Pregnant Employees

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

16.08 Education Leave

Where the Hospital directs, and the employee agrees, or where the employee proposes and the Employer agrees, to take an educational course to upgrade or acquire new employment qualifications, such employee shall receive regular pay while attending such course, it being understood and agreed that there shall be no premium pay as a result of the additional paid hours. The Hospital shall pay the full cost of such course in advance. The employee may apply to the Hospital for a reasonable advance to cover additional costs associated with the course.

16.09 Emergency Leave

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

16.10 Family Medical Leave

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

ARTICLE 17 SICK LEAVE AND LONG-TERM DISABILITY

Note: The provisions of Article 17 Sick Leave and Long-Term Disability apply to full-time employees only. Pay for sick leave is only for the purpose of protecting the employee against loss of income when she is legitimately ill.

17.01 The Hospital shall provide a short-term sick leave plan at least equivalent to that described in the 1987 Hospitals of Ontario Disability Income Plan (HOODIP) brochure.

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

17.03 Effective April 1, 1992, the Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two days of the fourth and subsequent period of absence in any calendar year.

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

ARTICLE 18 HOURS OF WORK AND OVERTIME

18.01 (a) The normal or standard work week shall be an average of thirty-seven and one-half (37 1/2) hours with a normal or standard work shift of seven and one-half (7 1/2) hours exclusive of a one-half (1/2) hour unpaid meal break.

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

18.03 Overtime shall be defined as being all hours worked in excess of the normal or standard work day, or in excess of 88 hours in a two-week pay period. The overtime rate shall be one and one-half (1 1/2) times the regular straight time hourly rate of pay. All overtime hours must receive prior authorization by the Department Manager or her delegate whenever possible.

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

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

In addition, no overtime premium shall be paid for a period of less than fifteen (15) minutes of overtime work. If authorized overtime amounts to fifteen (15) minutes or more, overtime premium shall be paid for the total period in excess of the normal daily tour.

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

- 18.04
- (a) Where an employee has worked and accumulated approved overtime hours (other than overtime hours related to paid holidays) the equivalent of one (1) shift's accumulation, then such employee shall have the option of electing payment at the applicable overtime rate or time off equivalent to the applicable overtime rate (i.e. where the applicable rate is one and one-half times, then time off shall be at one and one-half times). Where an employee chooses the latter option, such time off must be taken within three (3) months of the workweek in which the overtime was earned, at a time mutually agreeable to the Hospital and the employee, or payment in accordance with the former option shall be made.
 - (b) Where an employee has worked a regular shift not subject to premium pay, the employee may request in writing that such time be banked as lieu time equivalent of one (1) shift's

accumulation. Such requests are subject to approval by the Department Manager and must be taken before May 31 at a time mutually agreeable to the Hospital and the employee, or payment shall be made on a separate cheque on the first pay in June at the rates in effect at the time it was earned. The employee may bank a maximum of 75 hours at any one time.

18.05 If an employee is authorized to work during the lunch break due to the requirements of patient care, she will be paid time and one-half (1 1/2) her regular straight time hourly rate for all time worked in excess of the normal work shift.

18.06 (a) Failure to provide twelve (12) hours off between completion of an employee's scheduled shift and the commencement of such employee's next scheduled shift shall result in payment of one and one-half (1 1/2) times the employee's regular straight time hourly rate for only those hours which reduce the twelve (12) hour period.

When an employee holds independent positions in two (2) departments, the employee may accept a call-in shift with an eight (8) hours break between the completion of a shift in one department and the commencement of a shift in the second department without incurring the overtime provision above.

(b) For part-time employees, failure to provide twelve (12) hours between completion of an employee's shift and the commencement of such employee's next shift shall result in payment of one and one-half (1 1/2) times the employee's regular straight time hourly rate for only those hours that reduce the twelve hour period.

18.07 No Guarantee:

The provisions set out herein shall not be construed as a guarantee of a specific number of hours per day or of days of work per bi-weekly pay period. All hours are subject to sufficient work being available.

18.08 Reporting Pay:

An employee who reports as scheduled for a shift of greater than four (4) hours shall receive a guaranteed minimum of four (4) hours of work at the applicable straight time hourly rate.

18.09 Work Schedules:

Work schedules shall be posted at least two (2) weeks in advance and shall cover a minimum of a two (2) week period.

Notwithstanding this provision, the employees within a department may mutually agree with their Department Manager on alternate arrangements which are mutually satisfactory.

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

18.10 The parties agree to refer the matter of notice to the Hospital regarding an employee's absence and return to work (for scheduling purposes) to the Labour-Management Committee for review and policy development.

18.11 Where employees are now working a longer daily shift, the provisions set out in this Article governing the regular hours of work on a daily shift shall be adjusted accordingly. The normal daily extended shift shall be 11.25 consecutive hours exclusive of a total of forty-five (45) minutes of unpaid meal time. Employees shall be entitled, subject to the exigencies of patient care, to relief periods during the shift of a total of forty-five (45) minutes.

18.12 Scheduling and Call-In

The hospital will endeavor to schedule regular shifts among RPT employees in an equitable manner.

Call-in for additional shifts shall be offered on a seniority and availability basis to RPT's provided that this does not result in a premium payment situation.

Call-in for casual staff shall be on a seniority basis within the casual pool.

Shift cancellations shall be in the reverse order of seniority. The employer shall provide 16 hours of notice of a scheduled shift cancellation.

18.13 **Third Weekend**

If an employee is called in to work a weekend shift that results in them working three consecutive they shall be paid the premium rate for the hours of the called-in weekend shifts(s).

If an employee is scheduled for three (3) consecutive weekends, the third weekend will be paid at one and one-half (1 ½) times the regular hourly rate for all hours worked on the weekend.

When an employee holds independent positions in two (2) departments, the employee may accept shifts in the alternate department that result in a third weekend worked without incurring premium pay as per the third weekend provision above.

ARTICLE 19 **STANDBY**

19.01 An employee required to stand by or remain available for call-back duty on other than regular scheduled hours shall be paid at the rate of two dollars (\$2.00) per hour of standby time. Hours worked for call-back shall be deducted from hours for which the employee receives standby pay.

ARTICLE 20 **CALL-BACK**

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

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

ARTICLE 21 **SHIFT AND WEEKEND PREMIUMS**

21.01 Employees shall be paid a shift premium of eighty (\$.80) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours. The same eighty cents (\$.80) per hour will be paid as a weekend premium for all hours worked between 2400 hours Friday and 2400 hours Sunday, or such other 48-hour period as may be agreed upon by the parties. The shift and weekend premiums shall be increased to one dollar (\$1.00) effective April 1, 2007. The shift and weekend premiums will not form part of the employee's straight time hourly rate.

ARTICLE 22 **TRANSPORTATION ALLOWANCE**

22.01 Effective April 1, 1992, 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 of either taxi or by the employee's own vehicle at the rate of twenty-five cents (\$.25) per kilometre.

Employees shall receive a minimum of two dollars (\$2.00) travel allowance for each call-back. The Hospital will be limited to a maximum round-trip payment of forty (40) kilometres. The employee will provide satisfactory proof to the Hospital of payment of such taxi fare.

Out-of-town meal allowance for employees shall be reimbursed to a maximum of eight dollars and fifty cents (\$8.50) per meal.

ARTICLE 23 **RESPONSIBILITY PAY**

23.01 Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying classification in or out of the bargaining unit for one full tour or more, she shall be paid a premium of fifty cents (\$.50) per hour in addition to her regular salary for the duration of the assignment.

ARTICLE 24 **NO PYRAMIDING**

24.01 Premium payment (including both overtime and holiday premium payment) shall be calculated and paid under one provision of this Agreement only, even though hours worked may be premium

payment hours under more than one provision. In such circumstances, the highest premium will be applied. The provision of this clause will not negate any entitlement to shift premium, call-back, standby, or weekend premium.

ARTICLE 25 PAID HOLIDAYS

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

The following shall be recognized as designated holidays:

| | |
|----------------|------------------|
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Remembrance Day |
| Canada Day | Christmas Day |
| Civic Holiday | Boxing Day. |

In addition, each full-time employee will be entitled to two (2) float holidays. A float holiday will be credited to each full-time employee's bank on September 30 and March 31, provided that the employee has been paid for more than 800 hours (exclusive of standby and call-back) in the preceding six (6) months.

In the event Heritage Day or some other day is proclaimed as a statutory holiday by the government of the Province of Ontario, such day shall be substituted for one of the two float holidays provided for under this Collective Agreement. Due to the nature of the services necessary in a hospital, many of the employees may be required to work on these holidays.

25.02 (a) Applicable to Full-Time Employees

An employee required to work on any of the designated holidays listed in the Collective Agreement shall be paid at the rate of time and one-half (1 1/2) her regular straight time rate of pay for all hours worked on such holiday, subject to Article 25.03. In addition, she will receive a lieu day off with pay in the amount of her regular straight time hourly rate of pay times seven and one-half (7 1/2) hours.

(b) An employee who is not replaced on any of the designated holidays listed in the Collective Agreement may, as mutually agreed between the employee and the Hospital, work the

designated holiday for her regular straight time rate of pay. In addition, she will receive a lieu day off with pay in the amount of her regular straight time hourly rate of pay times seven and one-half (7 1/2) hours.

(c) Applicable to Part-Time Employees

An employee required to work on any of the designated holidays listed in the Collective Agreement shall be paid at the rate of time and one-half (1 1/2) her regular straight time rate of pay for all hours worked on such holiday, subject to Article 25.03.

- 25.03 Where the employee is required to work on a designated paid holiday for which she is paid at the rate of time and one-half (1 1/2) her regular straight time hourly rate and is required to work additional hours following the full shift on that day (but not including hours on a subsequent regularly scheduled tour for such employee), she shall receive two (2) times her regular straight time hourly rate for such additional hours worked.
- 25.04 In order to qualify for pay for a holiday, a full-time employee shall complete her full scheduled shift on each of the working days immediately preceding and following the holiday concerned unless excused by the Hospital or the employee was absent due to:
- (a) legitimate illness or accident lasting more than five (5) full working days which commenced within a month of the date of the holiday;
 - (b) vacation granted by the Hospital;
 - (c) the employee's regular scheduled day off;
 - (d) a paid leave of absence provided the employee is not otherwise compensated for the holiday.
- 25.05 A full-time employee who is on an unpaid leave of absence from the Hospital on the day a paid holiday falls shall not be entitled to receive holiday pay.
- 25.06 When a paid holiday occurs within the full-time employee's vacation period, such employee shall be entitled to receive a day off with pay at a time mutually agreed between the employee and the Hospital provided that the employee has worked her last scheduled shift prior

to the vacation and her first scheduled shift after her vacation unless this absence was approved by the Department Manager.

- 25.07 An employee entitled to a lieu day, for a designated statutory holiday will take the lieu day within thirty (30) days prior to the designated holiday or within ninety (90) days following the holiday at a mutually agreeable time or payment will be made.

ARTICLE 26 VACATIONS

- 26.01 (a) Applicable to Full-time Employees

Employees who have completed less than one (1) year of continuous service shall be entitled to vacation on the basis of .83 days (6.25 hours for employees whose regular hours of work are other than the standard work day) for each completed month of service with pay in the amount of four percent (4%) of gross earnings.

Employees shall receive two (2) weeks vacation after one (1) year of continuous service, three (3) weeks after three (3) years of continuous service, four (4) weeks after six (6) years of continuous service, five (5) weeks after fifteen (15) years of continuous service, and six (6) weeks after twenty-five (25) years of continuous service.

- (b) Applicable to Part-Time Employees

(i) All part-time employees shall be entitled to vacation pay based upon the applicable percentage provided in accordance with the vacation entitlement of full-time employees of their gross salary for work performed in the preceding year. Equivalent years of service shall be used to determine vacation pay entitlement and shall be calculated on the basis of one (1) year of service for each 1950 hours worked. Employees who presently receive six percent (6%) under this clause shall not suffer any reduction.

(ii) All part-time employees shall be entitled to unpaid leave based upon the applicable percentage provided in accordance with the vacation entitlement of full-time employees of their gross salary for work performed in the preceding year. Equivalent years of service shall be used

to determine vacation pay entitlement and shall be calculated on the basis of one (1) year of service for each 1950 hours worked. Employees who presently receive six percent (6%) under this clause shall not suffer any reduction.

- 26.02 Where an employees scheduled vacation is interrupted due to serious illness or injury, which either commenced prior to or during the scheduled vacation period, the period of such illness or injury shall be considered sick leave. "Serious" is defined as an illness or injury requiring the employee to be an in-patient in a hospital."
- The portion of the employee's vacation, which is deemed to be sick leave under the above provisions, will not be counted against the employee's vacation credits.
- 26.03 Should an employee terminate with less than two (2) weeks notice of termination, the vacation pay requirements of the *Employment Standards Act* will apply.
- 26.04 For the purpose of calculating vacation entitlement and pay, the vacation year will be April 1 to March 31 of the following year.
- 26.05 The Hospital will post a vacation preference schedule by March 1st for the period of April 1st to March 31st of the upcoming year. Requests shall be submitted by April 1st, and the summer schedule shall be posted by May 1st each year and shall not be changed unless mutually agreed to by the employee and the Hospital. Where employees of the same department request the same period of vacation and the Hospital is unable to allow for the number of employees having the same time off, then seniority of the employees concerned shall be the deciding factor.
- 26.06
- (a) Vacation leave shall consist of two (2) consecutive weeks or two (2) one-week periods away from the workplace in any combination of days off and/or vacation credits for the prime time vacation period defined as June 15 through September 15 of each year, unless the employee requests in writing that the leave be taken in shorter or longer periods and the Manager agrees to the request.
 - (b) For vacation requested subsequent to that in article 26.05, such vacation should be requested in writing to the Department Manager, prior to the posting of the schedule and

shall be approved on a "first come, first serve" basis recognizing the necessity of the Employer to maintain sufficient and qualified staff in each classification to ensure the efficient operation of the Hospital.

- (c) During the Christmas period, December 15 to January 5, employees shall not be granted vacation leave although extenuating circumstances will be considered by the Employer upon written request by the employee. Employees agree to work either the Christmas holiday or New Year's alternately year to year unless mutually agreed between the employee and the Employer. Normal scheduling arrangements may be waived to accommodate this special arrangement.

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

ARTICLE 27 PERCENTAGE IN LIEU OF BENEFITS

27.01 A part-time employee shall receive in lieu of all fringe benefits (being those benefits to an employee paid in whole or in part by the Hospital as part of direct compensation or otherwise, including holiday pay, save and except salary, vacation pay, standby pay, call-back pay, responsibility pay, jury and witness duty, bereavement leave and maternity supplemental employment benefits) an amount equal to twelve percent (12%) for those employees not enrolled in the Hospital's pension plan and ten percent (10%) for those who are enrolled in the pension plan. Notwithstanding the foregoing, all part-time employees may, on a voluntary basis, enroll in the Hospital's pension plan when eligible in accordance with its terms and conditions.

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

A part-time employee has the option to bank their percentage in lieu of vacation. This banked amount will be paid out semi-annually, as a special payment separate from her regular pay - the first pay of June and the first pay of December. Twice a year, a

part time employee also has the option to change from having her vacation amount banked and paid semi-annually back to having it paid out each pay or vice versa. The part-time employee must give payroll 30 days written notice prior to the first pay of June or the first pay of December in order to change the method of vacation payout.

27.02 Divisible Surplus

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

ARTICLE 28 HEALTH AND WELFARE BENEFITS

Note: The provisions of Article 28 - Health and Welfare Benefits - apply to full-time employees only.

28.01 Semi-Private Hospital Insurance

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

28.02 Extended Health Care

The Hospital agrees to contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the current Extended Health Care Benefits Plan or comparable coverage with another carrier providing for \$15.00 (single) and \$25.00 (family) deductible, providing the balance of monthly premiums are paid by the employees through payroll deductions. Effective April 1, 1992, in addition to the standard benefits, coverage will include vision care (maximum \$200 every twenty-four (24) months).

28.03 Dental Plan

The Hospital agrees to contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the current Dental Plan or comparable coverage with another carrier (based on the current ODA fee schedule as it may be updated from time to time) providing the

balance of the monthly premiums are paid by the employees through payroll deductions.

28.04 Pension Plan

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

28.05 Group Life Insurance

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

28.06 Voluntary Life Insurance Plan

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

28.07 Change of Carrier

It is understood that the Hospital may at any time substitute another carrier, including self-insurance by the Hospital, for any plan provided the benefits are equivalent and are neither reduced or increased. The Hospital shall provide to the Union full specifications of the benefit programs contracted for before implementation of any change.

28.08 Divisible Surplus

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

ARTICLE 29 MISCELLANEOUS

29.01 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.

29.02 Hepatitis B Vaccine

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

29.03 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, layoff of any bargaining unit employees or reduction of regular hours occurs.

29.04 Printing of Collective Agreements

The Hospital and the Union agree to share equally the cost of printing sufficient copies of this Collective Agreement.

29.05 Bulletin Board

The Union shall have the use of a bulletin board to be placed in a mutually agreed upon location for the purpose of posting Union notices, newsletters and educational material. The Administrator, or his designate, may remove any inappropriate postings and will discuss such postings with the Unit Steward, or his designate.

29.06 Certificate of Registration for R.P.N.'s

A Registered Practical Nurse (RPN) is required to present to her Unit Manager, on or before February 15th of each calendar year, evidence that her Certificate of Registration is in good standing and currently in effect.

If the RPN's Certificate of Registration is suspended by the College of Nurses of Ontario for non-payment of the annual fee, the RPN will be placed on non-disciplinary suspension without pay. If the RPN presents evidence that her Certificate of Registration has been reinstated, she shall be reinstated to her position effective upon presenting such evidence.

Failure to provide evidence within ninety (90) calendar days of the RPN being placed on non-disciplinary suspension by the Hospital

will result in the RPN being deemed to be no longer qualified and the RPN shall be terminated from the employ of the Hospital. Such termination shall not be the subject of a grievance or arbitration.

29.07

WSIB

A full-time employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Workers' Compensation for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit she would receive from Workers' Compensation if her claim was approved, or the benefit to which she would be entitled under the short term sick portion of the disability income plan (HOODIP or equivalent plan). Payment will be provided only if the employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by the Workplace Safety Insurance Board. If the claim for workers' compensation is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short-term portion of the disability income plan. Any payment under this provision will continue for a maximum of thirty (30) days”

A part-time employee who has accumulated banked vacation hours and is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Workers' Compensation for a period longer than one complete pay period may apply to the Hospital for replacement salary to be drawn from his/her vacation bank.

ARTICLE 30 COMPENSATION AND CLASSIFICATIONS

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

30.01 When a new classification in the bargaining unit is established by the Hospital, or the Hospital makes a substantial change in the job content of an existing classification, the Hospital shall advise the Union of such new or substantially changed classification and the rate of pay which is established. If so requested within thirty (30) calendar days of such advice, the Hospital agrees to meet with the

Union to permit the Union to make representations with respect to the appropriate rate of pay, providing any such meetings shall not delay the implementation of the new or substantially changed classification.

Where the Union challenges the rate established by the Hospital and the matter is not resolved following the meeting with the Union, the matter may be referred to arbitration in accordance with the arbitration provisions contained in this Collective Agreement, it being understood that any arbitration board shall be limited to establishing an appropriate rate based on the relationship existing among other classifications within the bargaining unit and the duties and responsibilities involved. Each change in the rate established by the Hospital either through meetings with the Union or by a Board of Arbitration shall be retroactive from the time at which the new or substantially changed classification was first filled.

30.02 Claim for recent related experience, if any, shall be made in writing by the employee at the time of hiring on the application for employment form or otherwise. The employee shall cooperate with the Hospital by providing verification of previous experience. The Hospital will credit the employee with one increment on the salary scale for every two (2) years of recent, related, full-time hospital experience, as determined by the Hospital, to a maximum of two (2) increment levels below the maximum of the salary scale.

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

30.03 The Hospital will furnish the Union with job specifications of all classifications in the bargaining unit.

ARTICLE 31 DURATION AND RENEWAL

31.01 This Agreement shall continue in effect until the 31st day of March 2009, and shall continue automatically thereafter for annual periods of one year each unless either party notifies the other in writing that it intends to amend or terminate this Agreement in accordance with the following.

31.02

Either party may notify the other within the period from sixty (60) days to ninety (90) days preceding the expiry date of this Agreement that it desires to amend or terminate this Agreement. If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiations within thirty (30) days after the giving of notice, if so requested.

SIGNED this 19 day of July, 2007.

FOR THE HOSPITAL

FOR THE UNION

U.S.

Brenda Murdoch

Darlene Leach

Lisa Houraga

Maich

Pat English

Wendy Crow

FR

Van Jones

APPENDIX A

**LETTER OF UNDERSTANDING
between**

ST. FRANCIS MEMORIAL HOSPITAL

and

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION
LOCAL 473**

JOB SHARING

The introduction of job sharing arrangements will be subject to the mutual agreement between the Union and the Hospital.

Each job sharing arrangement will be on a trial basis of six months and subject to review by the Union and the Hospital before confirmation. Either party may terminate any arrangement with sixty (60) days notice to the other party.

Job sharing arrangements will be in accordance with the following:

- (1) Requests for full-time employees who wish to enter into a job sharing arrangement will be considered on an individual basis and the Hospital shall reserve the sole right to determine the appropriateness of the arrangement;
- (2) The partnership vacancy shall be posted in accordance with Article 15 of the Collective Agreement;
- (3) The job sharers will be classified as regular part-time employees and shall be covered by the provisions of the Collective Agreement that currently cover part-time employees;
- (4) The total hours worked by the job sharers shall equal one full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the job sharers and the Department Head;
- (5) It is expected that both job sharers will cover each other's incidental illnesses if possible. If, because of unavoidable circumstances, one cannot cover the other, the Department must be notified to book coverage;

- (6) Job sharers are expected to cover for their partners for absences not expected to exceed thirty (30) days. In the event that one member of the job sharing arrangement goes on extended leave of absence, the partner may, but shall not be required to, cover the absence.
- (7) The full-time employee sharing her position may choose to cancel the job sharing arrangement with sixty (60) days notice, in writing, to the other employee and her Department Head. The employee losing her portion of the job sharing arrangement will have regular part-time status with no loss of accrued seniority.
- (8) The full-time employee sharing her position shall not be subject to shift cancellations in the event that part-time shifts are cancelled.

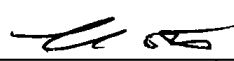
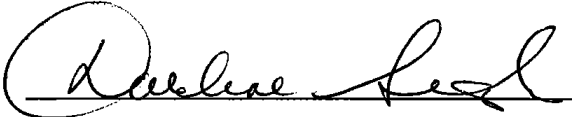

Should one partner transfer or terminate employment, the remaining partner shall be required to work the full-time schedule for thirty (30) days. If the Hospital decides to continue such job sharing arrangement, the position will be posted. If a replacement cannot be found, the position will revert to full-time status and will be posted in accordance with the Collective Agreement.

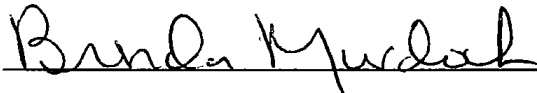
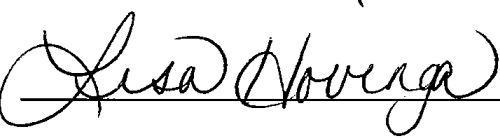
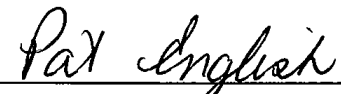
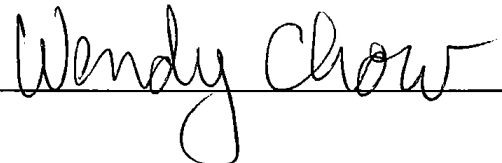
This letter forms part of the Collective Agreement.

SIGNED this 19 day of July, 2007.

FOR THE HOSPITAL

FOR THE UNION

APPENDIX B

LETTER OF UNDERSTANDING

between

ST. FRANCIS MEMORIAL HOSPITAL

and

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
LOCAL 473

Changes to Scheduling Policies and Procedures

When the Hospital determines that a review of Hospital policies and procedures regarding scheduling (including but not limited to length of shifts, etc) is required, the matter will be referred to the Labour-Management Committee prior to the implementation of any changes.

SIGNED this 19 day of July, 2007.

FOR THE HOSPITAL

FOR THE UNION

[Signature]
David Singh
Theresa

Brenda Mordak
Lisa Novinga
Pat English
Wendy Chow

APPENDIX D

LETTER OF UNDERSTANDING

between

ST. FRANCIS MEMORIAL HOSPITAL

and

ONTARIO PUBLIC SERVICE EMPLOYEES UNION

LOCAL 473

INDIVIDUAL SPECIAL CIRCUMSTANCE ARRANGEMENTS

Notwithstanding Article 4.01, the Hospital and the Union may agree in certain circumstances, that the schedule of an individual fulltime employee may be adjusted to enable an average weekly work assignment of 30 to 37.5 hours.

- (a) Such an arrangement shall be established by mutual agreement of the Hospital and the Union and the employee affected. The parties agree that the arrangement applies to an individual, not to a position.
- (b) The parties shall determine the introduction of a special circumstance arrangement. Issues related to vacation, paid holidays and benefit coverage will be determined by the Hospital and the Union. The employee will retain full-time status, including but not limited to seniority and service.

The parties agree that for pension purposes, there will be no reduction in the normal 37.5 hours per week pension contributions made by an employee and/or the Hospital under this provision.

(Note: If the above proposal is satisfactory to HOOPP and Revenue Canada)

A meeting will be held every six months between the employer and the employee to review the situation requiring the special circumstances. Any party may discontinue the special circumstance arrangement with thirty (30) days written notice. In the event that the nurse affected resigns, transfers, is laid off or terminated, the arrangement will be deemed to be discontinued immediately, unless the parties mutually agree otherwise, the position will revert to a full time position.

SIGNED THIS 19 DAY OF July, 2007.

FOR THE HOSPITAL

U.S.
Doreen Leske
Jenick

FOR THE UNION

Brenda Mordal
Susan Douraga
Pat English
Wendy Crow

APPENDIX E

OPSEU SALARY GRID

EFFECTIVE APRIL 1, 2007

| | | | | |
|-----------------------|---------|---------|---------|---------|
| HVAC MECHANIC | \$21.78 | \$22.03 | \$22.25 | \$22.49 |
| RPN | \$22.28 | \$22.61 | \$22.93 | \$23.24 |
| RECREATION PROGRAMMER | \$17.74 | \$18.06 | \$18.39 | \$18.71 |
| COOK | \$17.66 | \$17.91 | \$18.14 | \$18.36 |
| COOK AIDE | \$16.43 | \$16.66 | \$16.88 | \$17.12 |
| SSR TECH | \$15.93 | \$16.15 | \$16.40 | \$16.63 |
| PHYSIO AIDE | \$16.00 | \$16.23 | \$16.47 | \$16.71 |
| DIETARY AIDE | \$15.15 | \$15.39 | \$15.61 | \$15.85 |
| SSR AIDE | \$15.15 | \$15.39 | \$15.61 | \$15.85 |
| HOUSEKEEPING AIDE | \$15.15 | \$15.39 | \$15.61 | \$15.85 |
| GROUNDKEEPER/HELPER | \$15.15 | \$15.39 | \$15.61 | \$15.85 |
| LAUNDRY AIDE | \$15.15 | \$15.39 | \$15.61 | \$15.85 |

EFFECTIVE APRIL 1, 2008

| | | | | |
|-----------------------|---------|---------|---------|---------|
| HVAC MECHANIC | \$22.27 | \$22.53 | \$22.75 | \$23.00 |
| RPN | \$22.73 | \$23.06 | \$23.39 | \$23.70 |
| RECREATION PROGRAMMER | \$18.14 | \$18.47 | \$18.80 | \$19.13 |
| COOK | \$18.06 | \$18.31 | \$18.55 | \$18.77 |
| COOK AIDE | \$16.80 | \$17.03 | \$17.26 | \$17.51 |
| SSR TECH | \$16.29 | \$16.51 | \$16.77 | \$17.00 |
| PHYSIO AIDE | \$16.36 | \$16.60 | \$16.84 | \$17.09 |
| DIETARY AIDE | \$15.49 | \$15.74 | \$15.96 | \$16.21 |
| SSR AIDE | \$15.49 | \$15.74 | \$15.96 | \$16.21 |
| HOUSEKEEPING AIDE | \$15.49 | \$15.74 | \$15.96 | \$16.21 |
| GROUNDKEEPER/HELPER | \$15.49 | \$15.74 | \$15.96 | \$16.21 |
| LAUNDRY AIDE | \$15.49 | \$15.74 | \$15.96 | \$16.21 |