

Collective Agreement

between
Ontario Public Service Employees Union
on behalf of its Local 383
and
Orillia Soldiers' Memorial Hospital
Paramedical Unit

DURATION: April 1, 2019 - March 31, 2022



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

BETWEEN:

(hereinafter referred to as “the Hospital”)

- and -

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(hereinafter referred to as “the Union”)**



EXPIRY: March 31, 2022

This is the Central language. These provisions, together with the language negotiated by the parties at the local hospital level, comprise the Collective Agreement. Unless otherwise identified, these are mandatory provisions which must be found in all Participating Hospitals' Central agreements. Where the Central parties have allowed the continuation of Local provisions that are Central issues, these provisions must be continued as "status quo" (unchangeable) or, if the parties agree, they delete and adopt the Central language.

Local provision(s) that existed in the Hospital's expiring Collective Agreement will be continued in the Local Provisions Appendix.

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ARTICLE 1 – PURPOSE

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

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

ARTICLE 2 – DEFINITIONS

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

Full-time, Regular Part-time, Casual Part-time and Temporary Employees

All pre-existing definitions concerning full-time, regular part-time, casual part-time or temporary employees that appear in a Local Collective Agreement, shall be maintained but not altered, unless the local parties agree to delete the language and move to the Central language.

2.01 A full-time employee is an employee who is regularly scheduled to work the normal full-time hours referred to in Article 16.

2.02 A regular part-time employee is an employee who regularly works less than the normal weekly full-time hours referred to in Article 16 and who commits to be available for work on a regular predetermined basis.

2.03 A casual part-time employee is an employee who is not regularly scheduled and who does not commit to be available for work on a regular predetermined basis.

The parties agree the matter of ensuring that casual employees can be scheduled so that they maintain competency may be raised during local bargaining.

2.04 A temporary employee is an employee defined in accordance with Article 13.01.

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

ARTICLE 3 – NO DISCRIMINATION OR HARASSMENT

The parties agree that a safe workplace, free of violence and harassment, is a fundamental principle of a healthy workplace. Commitment to a healthy workplace requires a high degree of cooperation between members of the healthcare community. Employees are empowered to report incidents of disruptive behaviour or domestic violence without fear of retaliation. The parties are committed to a harassment and violence free workplace and recognize the importance of addressing discrimination and harassment issues in a timely and effective manner.

- 3.01 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 their membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising their rights under the Collective Agreement.
- 3.02 It is agreed that there will be no discrimination or harassment by either party or by any of the employees covered by this Agreement on the basis of race, ancestry, place of origin, creed, colour, ethnic origin, citizenship, sex, sexual orientation, marital status, gender identity, gender expression, age, record of offences, same-sex partnership status, family status or disability or any other factor which is not pertinent to the employment relationship.
- 3.03 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*.
- 3.04 The Hospital and the Union recognize their joint duty to appropriately accommodate employees in accordance with the provisions of the *Ontario Human Rights Code*. The parties agree that the goal is, where possible, to return the employee to full, active duty in the workplace through a safe and expedient process.

ARTICLE 4 – NO STRIKE/NO LOCKOUT

- 4.01 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 5 – UNION SECURITY (Dues Deduction)

- 5.01 (a) The Employer shall deduct from employees in the bargaining unit in each pay period, and from the first day of employment for newly hired employees, an amount equivalent to such union dues as designated by the Union from time to time. In addition, the Employer shall deduct union dues from any retroactive wage payments.

- (b) The Employer shall remit the total amount of such deductions to the OPSEU Accounting Department, 100 Lesmill Road, Toronto, Ontario not later than the fifteenth (15th) day of each month following the month in which deductions were made. The remittance shall be accompanied by a list of the employees from whom deductions were made, including their job title and status (i.e. full-time, regular part-time, casual, or on leave of absence greater than thirty (30) days). A copy of the list shall be forwarded to the Local Union.

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

ARTICLE 6 – REPRESENTATION AND COMMITTEES

6.01 Union Stewards

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

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

The number of stewards and the areas which they represent, are to be determined locally and will be set out in the Local Provisions Appendix.

6.02 Grievance Committee

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

The number of employees on the grievance committee shall be determined locally and shall be set out in the Local Provisions Appendix.

6.03 (a) 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 an equal number of representatives of each party as mutually agreed and shall meet at a time and place that is mutually satisfactory. The Committee shall meet once every two (2) months, unless agreed otherwise. A request for a meeting hereunder will be made in writing at least fourteen (14) days prior to the date proposed and accompanied by an agenda of matters proposed to be discussed. Where a Hospital has two or more agreements with OPSEU, then a joint committee shall represent all units unless otherwise agreed. The Hospital undertakes to notify the Union in advance so far as is practicable of any renovations or construction projects that will affect bargaining unit employees.

(b) Part-Time Utilization Information

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

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

6.04 (a) Negotiating Committee

The Hospital agrees to recognize a negotiating committee comprised of members to be elected or appointed from the bargaining unit. Where the Hospital participates in central bargaining, the purpose of the negotiating committee shall be to negotiate local issues as defined in this Collective Agreement. Where the Hospital does not participate in central bargaining, the purpose of the negotiating committee shall be to negotiate a renewal of this Collective Agreement. The Hospital agrees that the members of the negotiating committee shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending negotiating meetings with the Hospital up to, and including, conciliation.

The number of members on the negotiating committee shall be determined locally and will be set out in the Local Provisions Appendix.

(b) Pay for Central Negotiating Committee

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

6.05 List of Union Representatives

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

6.06 New Employee Interview

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

6.07 Workload

When an employee or group of employees covered by this Agreement have cause to believe that they are being asked to perform more work than is consistent with proper patient care such concern will be raised with their immediate manager/designate. Where a resolution is not reached, such workload problems may be discussed by the local Labour-Management Committee. Such complaint must be filed in writing within fifteen (15) calendar days using the form in Appendix A. This fifteen (15) day period shall include the attempt to resolve the issue at the unit/department level. The manager/designate will provide a written response to the complainant(s), with a copy to the bargaining unit President or designate and the Labour-Management Committee.

6.08 Professional Responsibility

- (i) The Parties have a mutual interest in the provision of quality patient care. Therefore, when an employee, or group of employees, covered by this Agreement and governed by an Ontario College under the *Regulated Health Professions Act*, have cause to believe that they are being asked to perform more work than is consistent with proper patient care it is agreed

by the parties that such workload problems may be discussed by the local Labour-Management Committee. Such complaint must be filed in writing within fifteen (15) calendar days of the alleged improper assignment, using the form in Appendix A. This fifteen (15) day period shall include the attempt to resolve the issue at the unit/departmental level. The manager/designate will provide a written response to the complainant(s), with a copy to the bargaining unit President or designate and the Labour-Management Committee.

- (ii) If, after a thorough investigation, no consensus can be reached at Labour-Management Committee the parties will meet with the Chief Executive Officer (CEO)/Chief Operating Officer (COO) within thirty (30) days of referral to present the issues. The CEO/COO will notify the Union of the decision in writing within fourteen (14) days.
- (iii) Where the employer requires employees to maintain membership in a professional association, the requirement for such membership and for payment thereof, may be the topic of local negotiations, as described in the Memorandum of Conditions for Joint Bargaining.

ARTICLE 7 – HEALTH AND SAFETY

- 7.01 It is a mutual interest of the parties to promote health and safety in workplaces and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The parties agree that health and safety is of the utmost importance and agree to promote health and safety and wellness throughout the organization. The employer shall provide orientation and training in health and safety to new and current employees and employees shall attend required health and safety training sessions.
- 7.02 Prior to effecting any changes in policies, procedures or programs pertaining to the provision of a safe and healthy workplace which affect workers covered by this Agreement, the Hospital will discuss the changes with and provide copies to the Union. Such topics may include but are not limited to: violence in the workplace (including verbal abuse), musculoskeletal injury prevention, needle stick and other sharps injury prevention, workers who regularly work alone or who are isolated in the workplace, and wellness initiatives.
- 7.03 When faced with occupational health and safety decisions, the Hospital will not await full scientific or absolute certainty before taking reasonable action(s) that reduces risk and protects workers.
- 7.04 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.

7.05 The Union agrees to fully support the Hospital in promoting safety rules and practices. Additionally, the Union will encourage its members in the observation of all safety rules and practices.

7.06 (a) This section does not apply to a worker:

- (i) when a circumstance described below is inherent in the workers' work or is a normal condition of the worker's employment; or
- (ii) when the worker's refusal to work would directly endanger the life, health or safety of another person.

(b) A worker may refuse to work or do particular work where she has reason to believe that:

- (i) any equipment, machine, device or thing the worker is to use or operate is likely to endanger themselves, or another worker;
- (ii) the physical condition of the workplace or the part thereof in which they work or is to work is likely to endanger themselves; or
- (iii) any equipment, machine, device or thing they are to use or operate or the physical condition of the workplace or the part thereof in which they work or are to work is in contravention of the *Occupational Health and Safety Act* or the regulations and such contravention is likely to endanger themselves or another worker.

7.07 Joint Health and Safety Committee

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

- (a) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Joint Health and Safety Committee, at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees.
- (b) 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.

- (c) It is understood that consultation on issues of mutual concern will occur between the Joint Health and Safety Committee and Infection Control.
- (d) The Hospital agrees to co-operate in providing necessary information to enable the Committee to fulfil its functions.
- (e) Meetings shall be held every second month or more frequently at the call of a co-chair, when requested. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) Any representative appointed or selected in accordance with 7.07 (a) hereof, shall serve for a term of at least one (1) calendar year from the date of appointment. Time off for such representative(s) to attend meetings of the Joint Health and Safety Committee in accordance with the foregoing, shall be granted.

A member of the Committee is entitled to:

- i) one (1) hour or such longer period of time as the Committee determines is necessary to prepare for each Committee meeting;
- ii) such time as is necessary to attend meetings of the Committee; and
- iii) such time as is necessary to carry out inspections and investigations contemplated under subsection 9(26), 9(27), and 9(31) of the *Occupational Health and Safety Act* R.S.O. 1990 as amended up to and including 1998.

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

- (g) The Hospital will ensure that there is one (1) OPSEU member certified, as described in the *Occupational Health and Safety Act* R.S.O. 1990, as amended up to and including 1998 among the OPSEU bargaining unit(s) at the Hospital. Such member on the Committee will be selected or appointed by the Union. All issues relating to salary and costs associated with obtaining certification shall be in accordance with Article 14.06.
- (h) The parties agree that the following items are appropriate for discussion at Committee meetings:
 - Proposed changes to diagnostic or medical machines and equipment that will impact the health and safety of employees;

- The nature, content and duration of health and safety training programs for employees;
- The use of personal protective equipment by employees.

The Committee may, in addition to the above, discuss other items relating to the health and safety of employees.

- (i) At Committee meetings the Hospital shall provide the Committee with a summary of all lost-time claims, health care claims, occupational disease claims, reports on accidents and critical or fatal injuries. In addition, all relevant government directives and orders shall be provided to the Committee. The Committee shall review this information and propose methods of reducing the number of injuries or accidents.
- (j) The Committee shall participate in all inquiries and investigations pursuant to the *Occupational Health and Safety Act*. The co-chairs* will determine the appropriate member or members who will participate in the investigation. If neither co-chair is available, the most appropriate committee member will be designated to participate in the investigation. In determining the appropriate member or members who will participate in the investigation, the parties recognize the interests of an OPSEU representative being involved in an investigation that involves an OPSEU bargaining unit member.

*NOTE: If there is only one co-chair available, they will determine who will participate in the investigation.

7.08 Hepatitis B Vaccine

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

7.09 Influenza Vaccine

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

- (a) Employees shall, subject to the following, be required to be vaccinated for influenza.
- (b) If the full cost of such medication is not covered by some other source, the Hospital will pay the full or incremental cost for the vaccine and will

endeavour to offer vaccinations during an employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.

- (c) Hospitals recognize that employees have the right to refuse any required vaccination.
- (d) If an employee refuses to take the vaccine required under this provision, they may be placed on an unpaid leave of absence during any influenza outbreak in the hospital until such time as the employee is cleared to return to work. If an employee is placed on unpaid leave, they can use banked lieu time or vacation credits in order to keep their pay whole.
- (e) If an employee refuses to take the vaccine because it is medically contraindicated, and where a medical certificate is provided to this effect, they will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be paid. It is agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- (f) If an employee gets sick as a result of the vaccination, and applies for WSIB, the Hospital will not oppose the claim.
- (g) Notwithstanding the above, the Hospital may offer the vaccine on a voluntary basis to an employee free of charge.
- (h) This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

7.10 Pandemic Planning

In the event there are reasonable indications of the emergence of a pandemic any employee working at more than one health care facility will, upon the request of the Hospital, provide information of such employment to the Hospital. No consequence will flow from such disclosure, other than as strictly necessary to prevent the spread of infection.

ARTICLE 8 – GRIEVANCE AND ARBITRATION PROCEDURE

- 8.01 Employees shall have the right, upon request, to the presence of a Union Steward at any stage of the grievance procedure, including the complaint stage, or at any time when formal discipline is imposed. The Hospital agrees that it will not discipline an employee without just cause. Where the Hospital deems it necessary to suspend or discharge an employee, the Hospital shall notify the Union, in writing, of such suspension or discharge.

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

8.03 (a) 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 they have first given their immediate supervisor the opportunity of adjusting their complaint. Such complaint shall be discussed with their immediate supervisor within nine (9) calendar days from the event giving rise to the grievance, or from when the employee should have reasonably become aware of the event giving rise to the grievance. Failing settlement within nine (9) calendar days, it shall then be taken up as a grievance within the nine (9) calendar days following their immediate supervisor's decision in the following manner and sequence:

(b) The employee must submit the grievance through the Local Union, signed by the grievor and the Local Union President, or designate, to the Chief Executive Officer (CEO) of the Hospital, or designate, with a copy to the immediate supervisor. The employee may be accompanied, if they so desire, by their union steward. The grievance shall identify the nature of the grievance, the remedy sought, and should specify the provisions of the Agreement which are alleged to have been violated.

(c) The parties will have a period of up to thirty (30) calendar days from the date the grievance is filed to attempt to resolve the grievance, and in any case, to provide the Union with a formal written response setting out the Hospital's position on the matter.

(d) During the thirty (30) day resolution period referred to above, the parties will attempt to resolve the matter(s) in dispute through a meeting or a series of meetings which shall involve the individuals with authority to resolve the grievance. In all cases, the meeting(s) shall include the Union Grievance Committee.

(e) Prior to the initial meeting date being established, the parties will provide document disclosure on a without prejudice basis to each other, with the purpose of providing both parties with the opportunity to understand the grievance and to prepare for the resolution meeting(s).

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

(i) the time needed for research, consultation and preparation for the meeting(s) and,

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

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

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

8.04 Policy Grievance

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

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

8.05 Group Grievance

Where a number of employees have identical grievances and each one would be entitled to grieve separately, they may present a group grievance in writing through the Local Union, signed by each employee who is grieving and the Local Union President, or designate, to the CEO, or their designate, within fourteen (14)

calendar days after the circumstances giving rise to the grievance have occurred. The grievance shall then be treated in the manner as set out for an individual grievance.

8.06 Discharge Grievance

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

The Hospital agrees that it will not discharge, without just cause, an employee who has completed their probationary period. A claim by an employee who has completed their probationary period that they have been unjustly discharged shall be treated as a grievance. Such grievance shall be submitted through the Local Union, signed by the grievor and the Local Union President, or designate, to the CEO of the Hospital, or designate within seven (7) calendar days after the date the discharge is effected. Such grievance may be settled by:

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

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

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

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

- 8.10 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance, except as herein provided.
- 8.11 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.
- 8.12 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, or to alter, modify, add to or amend any part of this Agreement.
- 8.13 The proceedings of the Arbitration Board will be expedited by the parties. The decision of the majority, and where there is no majority, the decision of the Chair, will be final and binding upon the parties hereto and the employee(s).
- 8.14 Each of the parties will bear the expense of its nominee, and the parties will share equally the fees and expenses of the Chair of the Arbitration Board.
- 8.15 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.
- 8.16 The parties to this Agreement wish to encourage the settlement of grievances as soon as is possible and, wherever possible, without resort to arbitration. For these reasons:
- (a) The parties are encouraged to take advantage of the process for mediation/arbitration as provided for in S.50 of the *Labour Relations Act, 1995* (R.S.O. 1995 as amended) (the "Act).
 - (b) When the parties do not elect to use S.50 of the Act in the period immediately following the referral of a matter to arbitration, the parties will commence a period of review. During this time they will each seek informed opinion with respect to the matter in dispute and consider whether the issues involved are such that the assistance of a mediator, or some form of early intervention, may be helpful. It is expected that this will occur within the first sixty (60) calendar days following referral of the matter to arbitration, avoiding the delay and costs that result from this process occurring immediately prior to an established hearing date.
 - (c) By mutual agreement, the parties at the local level can create a list of arbitrators.
- 8.17 Where Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

- 8.18 Notwithstanding the time limits as set out herein, in the interest of bringing the matter to an expeditious conclusion, where the decision or response is provided in less than the number of days provided above, any subsequent response will measure from the receipt of the response.

ARTICLE 9 – LETTERS OF REPRIMAND AND ACCESS TO FILES

- 9.01 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. Leaves of absence in excess of thirty (30) calendar days will not count towards the eighteen (18) month period.
- 9.02 Each employee shall have reasonable access to their file for the purposes of reviewing any evaluations, letters of counseling or formal disciplinary notations contained therein. Such review shall take place in the presence of the employer. A copy of the above documents will be provided to the employee on request. An employee is entitled to place a written response to letters of counseling in their file.

ARTICLE 10 – SENIORITY AND SERVICE

(The following clauses will appear in all collective agreements replacing any provision related to Effect of Absence that existed in the Hospital's collective agreement expiring 2019.)

10.01 Probationary Period

Newly hired employees shall be considered to be on probation for a period of ninety (90) tours worked from date of last hire (675 hours of work for employees whose regular hours of work are other than the standard work day). If retained after the probationary period, the employee shall be credited with seniority from date of last hire. With the written consent of the Hospital, the probationary employee and the President of the Local Union or their designate, such probationary period may be extended.

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

10.02 Seniority List

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

10.03 Seniority Accumulation

(Article 10.03 (a) is applicable to part-time employees only)

- (a) (i) Part-time employees shall have their seniority expressed on the basis of number of hours worked in the bargaining unit. (The foregoing is for clarity only and therefore does not modify an employee's level of seniority under this collective agreement or previous collective agreements.)
- (ii) Notwithstanding Article 10.03(a)(i) seniority shall accrue during a pregnancy leave or parental leave. Seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave. For parental leave, seniority shall accumulate for a period of up to sixty-one (61) weeks after the parental leave began, if the employee also took pregnancy leave, and sixty-three (63) weeks if the employee did not take pregnancy leave.
- (iii) For the purposes of pregnancy leave and parental leave, seniority accrual shall be determined by multiplying the normal weekly hours times the number of weeks the employee is absent on such leave.
- (iv) Seniority for part-time employees shall accrue for absences due to a disability resulting in WSIB benefits, or illness or injury in excess of thirty (30) consecutive calendar days. The rate of accumulation will be based on the employee's normal weekly hours paid over the preceding qualifying twenty-six (26) weeks. A qualifying week is a week where the employee is not absent due to vacation, pregnancy/parental leave, WSIB, or illness or injury that exceed thirty (30) consecutive calendar days.
- (v) A part-time employee cannot accrue more than 1650 hours of seniority and service in a twelve (12) month period. The 12-month period shall be negotiated locally and shall be set out in the Local Appendix.

(Article 10.03 (b) and (c) are applicable to full-time employees only)

- (b) Full-time employees will accumulate seniority on the basis of their continuous service in the bargaining unit from the last date of hire, except as otherwise provided in the collective agreement or previous collective agreements. (The foregoing is for clarity only and therefore does not modify an employee's level of seniority under this collective agreement or previous collective agreements.)
- (c) In the application of seniority, no employee's seniority date may pre-date their start date.

10.04 Transfer of Seniority

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

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

NOTE: Those Hospital contracts currently with a lesser hourly requirement shall continue.

10.05 Effect of Absence

(Article 10.05 is applicable to full-time employees only)

- (a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Hospital, both seniority and service will accrue.
- (b) 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.
- (c) During an unpaid absence under Article 10.05(b), the employee will become responsible for full payment of subsidized employee benefits in which they

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

- (d) It is further understood that during such leave of absence, credit for seniority shall be suspended and not accrue during the period of absence. Notwithstanding this provision, seniority shall accrue if an employee's absence is due to disability resulting in WSIB benefits or LTD benefits including the period of the disability program covered by Employment Insurance.
- (e) Notwithstanding Article 10.05 (b), and (d), seniority and service shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave. For parental leave, seniority and service shall accumulate for a period of up to sixty-one (61) weeks after the parental leave began, if the employee also took pregnancy leave, and sixty-three (63) weeks if the employee did not take pregnancy leave.
- (e) During the period of an employee's pregnancy and/or parental leave vacation pay will be based on a percentage of their gross salary for work performed as set out in Article 19.01.
- (f) The Hospital will continue to pay its share of the premiums of the subsidized employee benefits including pension, in which the employee is participating for a period from the commencement of the leave up to seventeen (17) weeks while an employee is on pregnancy leave and up to sixty-one (61) weeks while the employee is on parental leave (sixty-three (63) weeks if the employee did not take pregnancy leave), unless the employee does not intend to pay their contributions.
- (g) The Hospital agrees to provide, in response to an employee's request, the employee's service and/or anniversary date.

10.06 Application of Seniority on Layoff and Recall

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

10.07 Layoff and Recall Rights

Seniority lists and layoff and recall rights for full-time employees shall be separate from seniority lists and layoff and recall rights for part-time employees, subject to Article 11.06 (e), (f) and (i).

10.08 Retention and Accumulation of Seniority on Transfer Outside the Bargaining Unit

- (a) An employee who is transferred to a position outside the bargaining unit for:
 - (i) a period of less than eighteen (18) months or such longer period as the parties may agree upon or;
 - (ii) 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 or (i) and (ii) above they shall be credited with the seniority held at the time of transfer and shall resume accumulation from the date of their return to the bargaining unit.

- (b) Notwithstanding the above, the parties recognize that there may be unique situations which arise where it may be appropriate for seniority and service to accrue for work outside the bargaining unit. Where such situations exist, the local parties have the authority to negotiate the accumulation of seniority for such periods of time. Where the local parties so agree, union dues will continue to be deducted.

10.09 Loss of Service and Seniority

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

- (a) leaves of their 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 11.09 for twenty-four (24) months;
- (d) is absent from scheduled work for a period of three (3) or more consecutive working days, without notifying the Hospital of such absence and providing a reason satisfactory to the Hospital;
- (e) fails to return to work (subject to the provisions of (d)) upon termination of an authorized leave of absence without satisfactory reason or utilizes a

leave of absence, without permission, for purposes other than that for which the leave was granted;

- (f) fails upon being notified of a recall to signify their intention to return within five (5) calendar days after they have 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 they have received the notice of recall or such further period of time as may be agreed upon by the parties.

ARTICLE 11 – LAYOFF AND RECALL

Note: Article 11 applies to Full-Time and Regular Part-Time Employees only.

- 11.01 (a) For purposes of layoff under Article 11, the clinical laboratory department would include the sub-disciplines of laboratory medicine. For purposes of layoff under this Article, a discipline is a service function within a department.
- (b) Where an employee has their shift cancelled, the employee shall not be entitled to displace another employee.
- (c) For the purposes of layoff under Article 11, it is understood that the definition of a long-term layoff includes a permanent reduction of hours of a full-time employee.

11.02 Short Term Layoff (not greater than 13 weeks)

An employee who is subject to layoff for a period not greater than thirteen (13) weeks shall have the following entitlements:

- (a) Where the Hospital plans the reduction of a service on a short term basis that may lead to a short term layoff of staff, it will notify the affected employee(s) and the Union as soon as possible. The Hospital will allow affected staff to use vacation, other accrued time or unpaid leave to minimize the effect of the reduction.
- (b) Accept the layoff and be placed on a recall list for twenty-four (24) months. During this period of layoff the employee may elect to receive payment of some or all of their earned vacation credits up to a maximum of the period of the layoff. It is understood that their vacation bank and entitlement will be appropriately reduced for that vacation year; or
- (c) Displace an employee within their classification who has lesser bargaining unit seniority and who is the least senior employee within their classification,

if the employee originally subject to layoff can perform the duties of the least senior employee in their classification in their discipline.

- (d) An employee who has the right to displace another employee shall have the right to the same training period as would typically be accorded to a new employee. Such training period may commence prior to the anticipated layoff.
- (e) If the employee cannot displace an employee in (c), 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 their discipline, if the employee originally subject to layoff can perform the duties of the least senior employee in a lower or identical paying classification in their discipline.

11.03 Long Term Layoff (greater than 13 weeks)

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

- (a) provide the Union with no less than five (5) months' notice.
- (b) provide the Labour-Management Committee with pertinent financial and staffing information and with a copy of any reorganization plans which impact on the bargaining unit to allow the Committee to carry out its mandated role under this Article.
- (c) at the time that notice is given to the Union, and prior to the giving of written notice to the employees if possible, jointly evaluate, plan and review:
 - (i) the reason causing the layoff
 - (ii) the service the Hospital will undertake after the layoff
 - (iii) how the Hospital intends to effect the layoff, including areas where layoffs will occur, and which employees will be laid off
 - (iv) ways the Hospital can assist employees to find alternate employment
 - (v) ways and means of avoiding or minimizing the impact, including:
 - 1. identifying and reviewing possible alternatives to any action that the Hospital may propose taking;

2. identifying and reviewing ways to address on-the-job retraining needs of employees;
 3. 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;
 4. identifying Contracting in opportunities;
 5. mapping bumping options for affected employees, to the extent possible.
- (d) Any agreement between the Hospital and the Union resulting from the above review concerning the method of implementation will take precedence over the terms of this Agreement.
- 11.04 (a) Local Human Resource Plans will apply to Health Services Restructuring Commission directives. In other circumstances, the balance of Article 11.04 will apply.
- (b) Before issuing notice of long term layoff pursuant to Article 11.05(b), and following notice pursuant to Article 11.03(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 department(s) and in classifications 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) The Hospital will make offers to employees eligible for early retirement under the Hospital pension plan (including regular part-time, if applicable, whether or not they participate in the hospital pension plan).
 - (iii) If no employees on the unit affected accept the offer, the Hospital will then extend the offer to other employees in the same classification as that being affected in the bargaining unit in order of seniority.
 - (iv) The number of early retirements the Hospital approves will not exceed the number of employees in that classification who would otherwise be laid off.
 - (v) 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. (See chart at Article 11.14)

- (c) 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 classifications within department(s) 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 department affected accept the offer, the Hospital will then extend the offer to 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.
 - (iii) In no case will the Hospital approve an employee's request under (i) and (ii) above for a voluntary early exit option, if the employees remaining are not qualified to perform the available work.
 - (iv) 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.
 - (v) 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. (See chart at Article 11.14)
- 11.05 (a) In the event of layoff, the Hospital shall lay off employees in the reverse order of their seniority within their classification, providing that those employees who remain on the job have the qualifications and ability to perform the work.
- (b) Employees shall be entitled to three (3) months written notice of permanent or long term layoff. To assist the employee in this process, layoff notices will contain, where possible, specific information on bumping options. It is 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.

- (c) After receipt of such written notice, affected employees will have a period of up to fourteen (14) calendar days to indicate to the Hospital their choice of options as outlined below. Where requested, the employee will have the opportunity to meet with the Hospital, and be provided with union representation to discuss the options. The Hospital agrees to meet with the affected employee(s) within seven (7) calendar days after it has received written notification of the employee's choice of entitlement, in order to verify their choice or to discuss alternatives.
- (d) An employee who has the right to displace another employee shall have the right to the same training period as would typically be accorded to a new employee. Such training period may commence prior to the anticipated layoff.

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

- (a) accept the layoff and be placed on a recall list for twenty-four (24) months from the date the actual layoff begins; or
- (b) accept the layoff, and thereafter, at the Hospital's option, receive pay in-lieu of notice and not be required to report for work during the notice period. It is agreed and understood that during the period of notice the employee's wages and benefits will be maintained as if they were at work, and that their layoff will be deemed to have commenced at the end of the notice period.
- (c) displace an employee who has lesser bargaining unit seniority and who is the least senior employee within their classification, identical paying classification, or lower paying classification in their discipline or department, if the employee originally subject to layoff can perform the duties of the least senior employee within their classification, identical paying classification, or lower paying classification in their discipline or department.
- (d) An employee who has the right to displace another employee shall have the right to the same training period as would typically be accorded to a new employee. Such training period may commence prior to the anticipated layoff.

NOTE: Article 11.06 (e) and (f) will only appear in those collective agreements where a combined full-time and part-time OPSEU paramedical bargaining unit exist.

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

perform the duties of the least senior employee in their classification, identical paying classification, or lower paying classification in their discipline or department.

- (f) If the part-time employee cannot displace a part-time employee in (c), the employee may displace a full-time employee who has lesser bargaining unit seniority and who is the least senior employee in their classification, identical paying classification, or lower paying classification in their discipline or department, if the employee originally subject to layoff can perform the duties of the least senior employee in their classification, identical paying classification, or lower paying classification in their discipline or department.
- (g) If the employee cannot displace an employee in their discipline or department, the employee may displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in another department, if the employee originally subject to layoff can perform the duties of the least senior employee in a lower or identical paying classification in another department.
- (h) An employee who has the right to displace another employee shall have the right to the same training period as would typically be accorded to a new employee. Such training period may commence prior to the anticipated layoff.

NOTE: Article 11.06 (i) will only appear in those collective agreements where a combined full-time and part-time OPSEU paramedical bargaining unit exist.

- (i) (i) If the full-time employee cannot displace a full-time employee in (e), the employee may displace a part-time employee who has lesser bargaining unit seniority and who is the least senior employee in another department, if the employee originally subject to layoff can perform the duties of the least senior employee in another department.
- (ii) If the part-time employee cannot displace a part-time employee in (f), the employee may displace a full-time employee who has lesser bargaining unit seniority and who is the least senior employee in another department, if the employee originally subject to layoff can perform the duties of the least senior employee in another department.
- (j) An employee who has the right to displace another employee shall have the right to the same training period as would typically be accorded to a new employee. Such training period may commence prior to the anticipated layoff.

11.07 Where an employee has received individual notice of long term layoff under Article 11.05 such employee may resign and receive a separation allowance as follows:

- (i) Where an employee resigns effective within thirty (30) days after receiving individual notice of long term layoff, they 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 dollars (\$3000). (See chart at Article 11.14)
- (ii) Where an employee resigns effective later than thirty (30) days after receiving individual notice of long term layoff, they 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 on one thousand two hundred and fifty dollars (\$1250). (See chart at Article 11.14)

11.08 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 they would have achieved in the lower classification based on their service and experience with the Hospital.

11.09 Recall

An employee shall have opportunity of recall from a layoff to an available opening in their former classification, or an equal or lower paying classification than the one from which the employee was originally laid off, in order of seniority, provided they have 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 they had at the time of the layoff.

- 11.10 (a) An employee recalled to work in a different classification from which they were laid off, or an employee who has displaced an employee in a lower classification shall be entitled to return to the position they 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 their former position.

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

NOTE: Article 11.10 (b) will only appear in those collective agreements where a combined full-time and part-time OPSEU paramedical bargaining unit exist.

- (b) (i) In addition to 11.10(a) a full-time employee who has displaced a part-time employee shall be entitled to return to the position they 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 their former position.
- (ii) In addition to 11.10(a) a part-time employee who has displaced a full-time employee shall be entitled to return to the position they 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 their former position.

11.11 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 their proper address being on record with the Hospital.

11.12 Where there is an available opening which has not been filled in accordance with Article 11.09, an employee who has either accepted a layoff or is under notice of layoff and is unable to displace any other employee will be given an opportunity for on-the-job retraining of up to six (6) months, subject to the staffing requirements of the Hospital, if, with the benefit of such retraining, the employee could reasonably be expected to obtain the qualifications and ability to perform the work. Such opportunities will be provided in order of seniority. During the period of on-the-job retraining the recall period will continue to apply from the original date of layoff. If, following the period of on-the-job retraining the employee has not obtained the qualifications and ability to perform the work, the employee will be returned to the recall list or will be terminated in accordance with Article 10.09(c).

NOTE: Article 11.13 will only appear in those collective agreements where both full-time and part-time employees are represented by OPSEU.

11.13 In the event that an employee who has been laid off and is placed on a recall list is assigned, by the Hospital, ad hoc shifts or to a temporary vacancy, they will retain, but not accumulate their seniority and service held at the time of layoff. Employees in such assignments will be treated as part-time. Where an employee is recalled pursuant to Article 11.09, they will receive credit for service and seniority for shifts worked under this provision. Any assignments under this provision will be offered on a voluntary basis.

11.14 The following will apply when calculating early retirement, voluntary exit and separation allowance for part-time employees:

Service =	One year of service for each 1650 hours worked
Weekly Salary =	The employee's regular hourly rate on their last day times their normal weekly hours
Normal Weekly Hours =	Average hours worked over the preceding 26 weeks

ARTICLE 12 – TECHNOLOGICAL CHANGE

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

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

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

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

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

ARTICLE 13 – JOB POSTING, PROMOTION AND TRANSFER

- 13.01 (a) Where a vacancy exists, or where the Hospital creates a new position in the bargaining unit, such vacancy shall be posted for a period of seven (7) calendar days. Applications for such vacancies shall be made in writing within the seven (7) day period referenced herein.
- (b) Notwithstanding the above, the Hospital may fill at its own discretion vacancies caused by:
- (i) illness;
 - (ii) accident;
 - (iii) pregnancy and parental leaves of absence;
 - (iv) leave of absence not expected to exceed twelve (12) months;
 - (v) vacation;
 - (vi) specific tasks not expected to exceed six (6) months;
 - (vii) where temporary vacancies occur as a result of special one-time funding, the parties may agree to extend the timeline.

In filling such temporary vacancies, the Hospital shall consider employees who have expressed an interest, in writing, in filling such vacancies, on the basis of the selection criteria as set out in Article 13.06.

- (c) Employees in bargaining units at the Hospital represented by OPSEU selected to fill such temporary vacancies agree not to apply for other temporary positions while filling the temporary vacancy, unless the start of the new assignment is after the expiration of the existing assignment. Where regular or casual part-time workers fill temporary full-time vacancies, such workers shall maintain their regular or casual part-time status, and shall be covered by the part-time terms of the collective agreement. Upon completion of the temporary vacancy, the bargaining unit employee will be returned to their 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. For clarity, Article 10.01 (probationary period) does not apply to this group of employees during the period of the temporary assignment. 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.

- 13.02 Notices of vacancies referred to in Article 13.01 shall include, for informational purposes: department, classification, qualifications.
- 13.03 A copy of the posted notice will be sent to the local President or their designate, within the aforementioned seven (7) calendar days.
- 13.04 The name of the successful applicant will be posted and a copy sent to the local President or their designate.
- 13.05 The Hospital agrees to discuss with unsuccessful applicants ways in which they can improve for future postings, if requested.
- 13.06 In filling posted vacancies the selection shall be made based on skill, ability, experience, and relevant qualifications of the applicants. Where these factors are relatively equal, bargaining unit seniority shall be the governing factor.
- 13.07 In matters of promotion and staff transfer, a successful bargaining unit applicant shall be allowed a trial period of up to sixty (60) days (450 hours for employees whose regular hours of work are other than the standard work day) worked during which the Hospital will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned by the Hospital, to the position formerly occupied, without loss of seniority. Should the employee return or be returned to their former job, the filling of subsequent vacancies will be reversed.
- 13.08 An employee who is promoted to a higher rated classification within the bargaining unit will be placed in the range of the higher rated classification so that they shall receive no less an increase in wage rate than the equivalent of one step in the wage rate of their previous classification (provided that they do not exceed the wage rate of the classification to which they have been promoted).

The employee's anniversary date shall be adjusted.

- 13.09 An employee selected as a result of a posted vacancy need not be considered for a further vacancy for a period of up to six (6) months from their date of selection.
- 13.10 Where there are no successful applicants from within the bargaining unit for posted vacant positions, employees in other OPSEU Paramedical bargaining units at the Hospital will be considered for such staff transfers or promotions prior to considering persons outside OPSEU Paramedical bargaining units at the Hospital. The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with Article 13.01(a), and selection shall be made in accordance with Article 13.06. All provisions of Article 13 will apply to employees selected in accordance with this provision.

- 13.11 (a) From time to time the job duties or scope of a bargaining unit position(s) may change in such a way as to represent a developmental opportunity, a specialization, or a broadening of duties for a limited number of employees within a department (or appropriate work unit), without increasing the complement of employees in the department.
- (b) When an opportunity under Article 13.11(a) occurs, the Hospital shall post this opportunity in the form of an information notice in the relevant department(s) for a period of at least seven (7) calendar days. A copy of the posted notice will be sent to the Local President or designate within the aforementioned seven (7) calendar days. Employees wishing consideration for these opportunities must express their interest, in writing, within the seven (7) day period referenced herein.
- (c) The Hospital shall consider employees for these opportunities on the basis of skill, ability, relevant qualifications and seniority. Notwithstanding the above, in order to address operational requirements and efficiencies and to distribute the opportunities amongst eligible employees, the final decision for selection will be at the discretion of the Hospital.
- (d) If requested, the Hospital will discuss with unsuccessful applicants reasons why they were not chosen for the opportunity.

ARTICLE 14 – LEAVES OF ABSENCE

NOTE: The provisions of Article 14, Leaves of Absence, apply to full-time and regular part-time employees but do not apply to casual part-time employees. Notwithstanding the foregoing, casual part-time employees are entitled to leaves of absence as prescribed by the *Employment Standards Act*, 2000, S.O. 2000 c.41.

(The following clauses will appear in all collective agreements replacing any provision related to Pregnancy and Parental Leave that existed in the Hospital's collective agreement expiring 2019.)

14.01 Personal Leave

- (a) Written requests for a personal leave of absence without pay will be considered on an individual basis by the employee's Department Head or their designate. Such requests are to be submitted as far in advance as possible and a written reply will be given. Such leave shall not be unreasonably withheld.
- (b) Employees are entitled to unpaid Personal Emergency Leave or Family Medical Leave in accordance with the provisions of the *Employment Standards Act* as amended from time to time. In doing so, the employee must provide their immediate supervisor with the reason and duration of the

time being requested under such provision. For additional information, employees may contact the Human Resources Department and/or Union Representative.

14.02 Union Business Leave

(a) Local Union Business Leave

The Hospital agrees to grant leaves of absence without pay to local bargaining unit members for the purpose of attending Union seminars and/or attending to Union business. The cumulative total leave of absence will be determined locally, but shall not exceed sixty (60) days per year per hospital.

The amount of notice required and the number of employees who may be absent at any one time and from any one area shall be determined locally and will be set out in the Local Provisions Appendix.

(b) Union Position Leave – F.T.

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

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

(d) For leaves of absence without pay for Union business under the terms of this Agreement, including unpaid leave for members of the Central Negotiating Team, the employee's salary and applicable benefits will be maintained by the Hospital and the Union will reimburse the Hospital for the cost of salary and benefits. The Hospital will bill the Union within a reasonable period of time and the Union will reimburse the Hospital within a reasonable period of time. A copy of the bill will be forwarded to the Local

at the same time it is sent to the Union. In addition, there shall be no loss of seniority during such leaves of absence.

- (e) The issue of paid time for Local President or designate to perform Union business shall be determined locally and shall be set out in the Local Provisions Appendix.

14.03 Bereavement Leave

- (a) 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 the nine (9) calendar day period commencing four (4) calendar days prior to the day of the funeral for a parent, spouse, child or spouse's child. "Spouse" for the purposes of bereavement leave will include a partner of the same sex.
- (b)
 - (i) 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 their other immediate family.
 - (ii) Immediate family, for the purposes of 14.03 (b)(i), shall mean sister, brother, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-law and grandparent of spouse.
- (c) 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 their aunt, uncle, niece or nephew.
- (d) 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.
- (e) A part-time employee shall receive credit for seniority and service for such leave. For clarity, such credit shall only apply to bereavement leave with pay.
- (f) The Hospital, in its discretion, may extend such leave with or without pay. Furthermore, where an employee does not qualify under the above-noted conditions, the Hospital may, nonetheless, grant a paid bereavement leave.

- (g) Where an employee's scheduled vacation is interrupted due to bereavement, the employee will be entitled to bereavement leave in accordance with this Article. The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be charged to the employee's vacation credits provided the employee submits supporting evidence.

14.04 Jury and Witness Duty

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

- (i) informs the Employer immediately upon being notified that the employee will be required to attend court or the coroner's inquest;
- (ii) presents proof of service requiring the employee's attendance; and
- (iii) 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.

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

In addition to the foregoing, where an employee is required by subpoena to attend a Court of Law or Coroner's Inquest, in connection with a case arising from the employee's duties at the Hospital, on their regularly scheduled day off or during their 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 employee, the Hospital shall arrange lieu time off work for all days the employee would otherwise be off work had it not been for the attendance at Court or the Coroner's Inquest.

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

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 their regularly scheduled day off, she shall receive regular pay as if they had been scheduled to work the day.

14.05 (a) Pregnancy Leave

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

(Article 14.05 (a) (ii) is applicable to full-time employees and regular part-time employees only)

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

In addition to the foregoing, effective January 1, 2018, the Hospital will pay the employee eighty-four percent (84%) of their regular weekly earnings during the first week of the leave while waiting to receive Employment Insurance benefits.

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.

(iii) Transfer of Pregnant Employees

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

- (iv) The employer shall continue to pay the percentage in lieu of benefits for part-time employees based on the employee's normal weekly hours for the full duration (to a maximum of seventeen (17) weeks) of the Pregnancy Leave.

(b) Parental Leave

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

(Article 14.05 (b) (ii) is applicable to full-time employees and regular part-time employees only)

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

the commencement of the parental leave times their normal weekly hours.

Effective January 1, 2018, where an employee elects to receive parental leave benefits pursuant to Section 12(3)(b)(ii) of the *Employment Insurance Act*, the total amount of any Supplemental Unemployment Benefit payable by the Hospital will be equal to what would have been payable had the employee elected to receive parental leave benefits pursuant to Section 12(3)(b)(i) of the *Employment Insurance Act*.

In addition to the foregoing, effective January 1, 2018, the Hospital will pay the employee eighty-four percent (84%) of their regular weekly earnings during the first week of the leave while waiting to receive Employment Insurance benefits.

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.

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

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

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

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

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

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

- (v) The employer shall continue to pay the percentage in lieu of benefits for part-time employees based on the employee's normal weekly hours for a period of up to ten (10) weeks while the employee is on parental leave.

14.06 Education Leave

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

14.07 Professional College Leave

An employee shall be entitled to leave of absence without loss of earnings from their regularly scheduled working hours for the purpose of writing re-certification examinations set by the College according to its Quality Assurance Program.

14.08 Military Leave

- (a) An employee may be granted unpaid leave without loss of service or seniority for the purpose of fulfilling their minimum training requirements to maintain their status in the Canadian Reserve Force. Such leave shall not exceed two (2) weeks per calendar year. 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.

- (b) Any requests for military leaves exceeding two (2) weeks may be considered on an individual basis and if approved, service and seniority will continue to accrue for the duration of the leave.

ARTICLE 15 – SICK LEAVE AND LONG-TERM DISABILITY

NOTE: Articles 15.01 – 15.09 apply to full-time employees only.

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

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

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

- 15.03 No sick pay benefit is payable under HOODIP for the first fifteen (15) hours of absence for the sixth (6th) and subsequent period(s) of absence in the same fiscal year (April 1st through March 31st).

- 15.04 (a) 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.

- (b) If a claim for long-term disability is denied, the employee must fully comply with the carrier's Medical Appeal Process prior to filing a grievance, provided that the Process is completed within ninety (90) days of its inception, unless that time is extended by mutual agreement of the Hospital and OPSEU.

- 15.05 An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Workers' Compensation for a period longer than one complete shift may apply to the Hospital for payment equivalent to the lesser of the benefit the employee would receive from Workers' Compensation if the employee's claim was approved, or the benefit to which the employee would be entitled under the short-term sick portion of the disability income plan (HOODIP or equivalent plan). Payment will be provided only if the employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by the Workers' Compensation 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 fifteen (15) weeks.

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

15.07 Pay out of sick leave credits shall be made on termination of employment or, in the case of 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. The parties may agree to voluntarily cash out existing sick banks.

Clarity note: The agreement of the local parties is not subject to local interest arbitration.

15.08 Where an employee, employed as of the effective date of the transfer to HOODIP or equivalent, did not have the required service to qualify for pay out on termination, they shall be entitled to the same pay out provisions as set out in Article 15.07 above, providing they subsequently achieve the necessary service to qualify for pay out under those provisions.

15.09 Where an employee, with accumulated sick leave credits remaining, is prevented from working for the Hospital because of an occupational illness or accident that 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 amount that the award of the Workers' Compensation Board for loss of wages, together with the supplementation of the Hospital, will equal one hundred percent (100%) 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.

15.10 The Hospital shall pay for such medical certificate(s) as it may require from time-to-time to certify an employee's illness or ability to return to work.

ARTICLE 16 – HOURS OF WORK AND OVERTIME

16.01 Work Week and Work Day

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

The normal or standard work week shall be an average of thirty-seven and one-half (37 ½) hours, with a normal or standard work day of seven and one-half (7 ½) hours except in those Hospitals where agreements already provide a standard or normal work week of less than thirty-seven and one-

half (37 ½) hours per week and seven and one-half (7 ½) hours per day. (Those Hospitals with the lesser required hours shall reflect in the salary rates a pro-rata lesser amount compared with salaries for other Hospitals based on the ratio that the standard or normal hours of work at the Hospital concerned are to thirty-seven and one-half (37 ½) hours and shall appropriately reflect such hours in this Article).

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

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

The normal or standard work day shall be seven and one-half (7 ½) hours per day and the normal or standard full-time work week shall be an average of thirty-seven and one-half (37 ½) hours per week except in those Hospitals where agreements already provide a normal or standard work day of less than seven and one-half (7 ½) hours and a normal or standard full-time work week of less than thirty-seven and one-half (37 ½) hours. (Those Hospitals with the lesser required hours shall reflect in the salary rates a pro-rata lesser amount compared with salaries for other Hospitals based on the ratio that the standard or normal hours of work at the Hospital concerned are to thirty-seven and one-half (37 ½) hours and shall appropriately reflect such hours in this Article).

Part-time employees shall be entitled to overtime pay at the rate of time and one-half (1 ½) their regular straight time hourly rate for all hours worked in excess of the normal or standard work day or in excess of the normal or standard full-time work week.

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

(c) Where the Hospital and the Union agree, subject to the approval of the Ministry of Labour, other arrangements regarding hours of work may be entered into between the 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 29.01 of the Collective Agreement.

16.02 Rest Periods

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

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.

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

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 full half shift.

16.03 Overtime Definition

Overtime shall be defined as being all hours worked in excess of the normal or standard work day, or in excess of the normal or standard work week. The overtime rate shall be one and one-half (1 ½) times the regular straight time hourly rate of pay.

16.04 Overtime/Call Back Accumulation

(Applicable to full-time employees only)

Where an employee has worked and accumulated approved overtime hours (other than overtime hours related to paid holidays) or has accumulated hours for Call Back up to a maximum, then such employee shall have the option of electing payment at the applicable overtime rate or time off equivalent to the applicable overtime rate (i.e. where applicable rate is one and one-half (1 ½) times, then time off shall be at one and one-half (1 ½) times). Where an employee chooses the latter option, such time off must be taken within the period set out in the Local Provisions Appendix, or payment in accordance with the former option shall be made. Further, such time off must be taken at a time mutually agreeable to the Hospital and the employee.

The maximum for purposes of overtime/call back accumulation and the scheduling of time off shall be determined locally and shall be set out in the Local Provisions Appendix.

16.05 Missed Meal Breaks

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

If an employee is authorized to work during the lunch break due to the requirements of patient care, they will be paid time and one-half (1 ½) their regular straight time hourly rate for all time worked in excess of their normal daily hours.

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

If an employee is authorized to work during the lunch break due to the requirements of patient care, they will be paid their regular straight time hourly rate for all hours worked. Notwithstanding this provision, they will be paid time and one-half (1 ½) their regular straight time hourly rate for all time worked in excess of the normal or standard work day.

ARTICLE 17 – PREMIUM PAYMENTS AND TRANSPORTATION / MEAL ALLOWANCE

17.01 Standby

An employee required to standby or remain available for call-back duty or telephone consultation on other than regular scheduled hours shall be paid at the rate of three dollars and thirty cents (\$3.30) 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 four dollars and ninety cents (\$4.90) per hour of standby time. Hours worked for call-back or telephone consultation 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.

For purposes of Article 17.05(b), a weekend on which an employee is required to standby or remain available for call-back duty or telephone consultation is not a weekend “off”, a weekend on which an employee is scheduled to standby or remain available for call-back duty or telephone consultation is not a weekend “scheduled off”, and a weekend on which an employee is required or scheduled to standby or remain available for call-back duty or telephone consultation but is neither called back nor consulted by telephone is not a weekend “worked”.

17.02 Telephone Consultation

Employees who are required to provide professional services over the telephone while on standby (without returning to the hospital) shall be entitled to a minimum of

fifteen (15) minutes’ pay for a call received between 0700 hours and 2300 hours, and
thirty (30) minutes’ pay for a call received between 2300 hours and 0700 hours,

at time and one-half (1 ½) their regular straight time hourly rate, or equivalent time in lieu, per call, regardless of the duration of the call. Any additional time spent on the call over and above the initial minimum time shall be compensated at the same rate but in minimum fifteen (15) minute increments. The employee will complete a record of calls on a form following the period of the call. A call received during a period for which one of the aforesaid minimums is payable as a result of an earlier call will be treated for these purposes as a continuation of that earlier call.

17.03 Call Back

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

- (a) An employee who is called to work after leaving the Hospital premises and outside of their regular scheduled hours, shall be paid a minimum of no less than four (4) hours' pay at time and one-half (1 ½) their regular straight time hourly rate for work performed on each call-back.
- (b) In the event that the four (4) hour periods for successive call-backs overlap, the employee will not be entitled to more than time and one-half (1 ½) their regular straight time hourly rate in respect to the period(s) of overlap.
- (c) In the event that such four (4) hour period overlaps and extends into their regular shift they will receive the four (4) hour guarantee payment at time and one-half (1 ½) and their regular hourly rate for the remaining hours of their regular shift. The reference to leaving the Hospital premises referred to above will not be applicable where an employee remains in the Hospital on standby arrangement with the Hospital.
- (d) (Applicable to part-time employees only)

For purposes of clarification, Article 17.03 does not apply to prescheduled hours of work. Article 17.03 does not apply where the employee elects to work additional unscheduled hours made available by the Hospital.

17.04 Shift Premium

An employee shall be paid a shift premium of one dollar and ninety-five cents (\$1.95) per hour for each hour worked which falls within the normal hours of the evening shift and two dollars and thirty-five cents (\$2.35) for each hour worked which falls within the normal hours of the night shift provided that such hours exceed two (2) hours if worked in conjunction with the day shift. For purposes of this provision, the normal or standard evening and night shift each consist of seven and one-half (7 ½) hours. For those hospitals with lesser required hours as provided for in Article 16.01, the length of the evening and night shift will be adjusted accordingly. Shift premium will not form part of the employee's straight time hourly rate.

17.05 Weekend Premium

- (a) An employee shall be paid a weekend premium of two dollars and fifty cents (\$2.50) per hour for each hour worked between 2400 hours Friday to 2400 hours Sunday or such other 48-hour period that the Hospital may establish. If an employee is in receipt of premium payment pursuant to a local scheduling regulation with respect to consecutive weekends worked, they will not receive weekend premium under this provision.
- (b) (Applicable to full-time employees only. Where the local parties have language that applies to part-time employees then their language will continue to apply to part-time employees.)

The Hospital will endeavour to provide at least _____ weekend(s) off in _____. If an employee is required to work a _____ consecutive weekend, the employee will be paid at the overtime rate for all hours worked on a _____ consecutive weekend and any subsequent weekend until a weekend is scheduled off, save and except where:

- (i) such weekend has been worked by an employee to satisfy specific days off requested by such employee, or
- (ii) such employee has requested weekend work, or
- (iii) such weekend is worked as a result of an exchange of shifts with another employee, or
- (iv) any other reason as negotiated by the local parties and set out in the Local Provisions Appendix.

17.06 Meal Allowance

An employee who continues to work more than two (2) hours of overtime immediately following their scheduled hours of work, shall be provided with a meal voucher valued at a maximum of four dollars (\$4.00) or four dollars (\$4.00) if the Hospital is unable to provide a meal voucher.

17.07 Transportation Allowance

When an employee is required to travel to the Hospital, or to return to their home, as a result of being called back to work outside their regularly scheduled hours, the Hospital will pay transportation costs either by taxi or by their own vehicle at the rate of (amounts to be determined locally and will be set out in the Local Provisions Appendix) 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.

17.08 Responsibility Pay

Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying classification in or out of the bargaining unit, for one full shift or more, they shall be paid a premium of one dollar and forty cents (\$1.40) per hour for the duration of the assignment.

17.09 Time Off Between Shifts

- (a) Failure to provide the minimum number of hours between the commencement of an employee's scheduled shift and the commencement of such employee's next scheduled shift shall result in payment of one and one-half ($1\frac{1}{2}$) times the employee's regular straight time hourly rate for only those hours which reduce the minimum hour period.
- (b) Where the minimum period is reduced as a result of an approved change of shift(s) requested by the employee(s), such premium payment shall not apply.
- (c) The minimum number of hours for purposes of this Article shall be determined locally and will be set out in the Local Provisions Appendix.

17.10 Change of Schedule

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

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

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

Where a regular part-time employee's scheduled shift is cancelled by the Hospital with less than twenty-four (24) hours' notice, they shall receive time and one-half ($1\frac{1}{2}$) of their regular straight time hourly rate for all hours worked on their next shift.

17.11 No Pyramiding

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

ARTICLE 18 – PAID HOLIDAYS

(The following central provision will be appropriately reflected in the collective agreements as Article 18.01. The holidays designated will also be set out in this Article.)

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

The collective agreement shall provide twelve (12) paid holidays with appropriate payment to all employees, provided that the employee fulfils the qualifying conditions, if any, set out in the respective collective agreements. It is understood that the list of paid holidays may include a combination of designated and non-designated days such as float days, anniversary days, and birthdays.

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

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

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

An employee required to work on any of the designated holidays listed in the collective agreement shall be paid at the rate of time and one-half (1 ½) their regular straight time rate of pay for all hours worked on such holiday, subject to Article 18.03. In addition, they will receive a lieu day off with pay in the amount of their regular straight time hourly rate of pay times seven and one-half (7 ½) hours, except in those hospitals which have a standard work day of less than seven and one-half (7 ½) hours in which case holiday pay will be based on the standard daily hours in that hospital. The scheduling of lieu days shall be determined locally and shall be set out in the Appendix of Local Provisions.

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

An employee required to work on any of the designated holidays listed in the collective agreement shall be paid at the rate of time and one-half (1 ½) their regular straight time rate of pay for all hours worked on such holiday, subject to Article 18.03.

18.03 Where the employee is required to work on a paid holiday for which they are paid at the rate of time and one-half (1 ½) their 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) they shall receive two (2) times their regular straight time hourly rate for such additional hours worked.

18.04 (Applicable to full-time employees only)

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

ARTICLE 19 – VACATION

19.01 (Applicable to full-time employees only)

- (a) All employees who have completed less than one (1) year of continuous service shall be entitled to a vacation on the basis of one and one-quarter (1.25) days per month for each completed month of service with pay in the amount of six percent (6%) of gross earnings.
- (b) All employees shall receive three (3) weeks' vacation after one (1) year of continuous service.
- (c) All employees shall receive four (4) weeks' vacation after three (3) years of continuous service.
- (d) All employees shall receive five (5) weeks' vacation after twelve (12) years of continuous service.
- (e) All employees shall receive six (6) weeks' vacation after twenty-one (21) years of continuous service.
- (f) All employees shall receive seven (7) weeks' vacation after twenty-seven (27) years of continuous service.
- (g) An employee who is on an unpaid leave of absence in excess of thirty (30) continuous calendar days will receive vacation pay based on a percentage of their gross salary for work performed during the vacation year as follows:

- 3 week entitlement – 6%
- 4 week entitlement – 8%
- 5 week entitlement – 10%
- 6 week entitlement – 12%
- 7 week entitlement – 14%

NOTE: Any vacation schedule improvements shall be determined in accordance with whatever system is in place in the individual hospital for determining vacation entitlement. In other words, those hospitals that determine vacation entitlement by a uniform date for all employees shall continue to do so, and those that determine vacation entitlement by an anniversary date, or by some other means, shall continue to do so.

19.02 (Applicable to regular part-time employees only)

- (a) All regular part-time employees shall be entitled to vacation pay based upon the applicable percentage provided below in accordance with the vacation entitlement of full-time employees of their gross salary for work performed in the preceding year. Scheduling of vacations shall be in accordance with local scheduling provisions.

Full-Time		Part-Time	
Increment	Vacation Entitlement	Increment	Vacation Pay
Less than 1 year continuous service	1.25 days per month	Less than 1,650 hours of continuous service	6%
After 1 year of continuous service	3 weeks (1.25 days per month)	After 1,650 hours of continuous service	6%
After 3 years of continuous service	4 weeks (1.67 days per month)	After 4,950 hours of continuous service	8%
After 12 years of continuous service	5 weeks (2.08 days per month)	After 19,800 hours of continuous service	10%
After 21 years of continuous service	6 weeks (2.5 days per month)	After 34,650 hours of continuous service	12%
After 27 years of continuous service	7 weeks (2.92 days per month)	After 44,550 hours of continuous service	14%

- (b) Equivalent years of service shall be used to determine vacation pay entitlement. Equivalent years of service shall be calculated on the basis of one (1) year of service for each 1650 hours worked.
- (c) Notwithstanding Article 19.02(b), the calculation of service for purposes of vacation entitlement will include service accrued during a pregnancy leave or parental leave on the basis of seniority accrual during such leaves in accordance with Article 10.03(a)(ii) of the agreement.

- (d) Part-time employees have the option of requesting all or part of their equivalent unpaid vacation entitlement as time off in calendar weeks, unless the local parties agree to an arrangement that permits the use of individual days.* There will be no carry-over of unpaid vacation time.

* Should existing local scheduling provisions provide unpaid time off for part-time employees, this language shall be maintained but not altered, unless the local parties agree to delete the language and move to the Central Language.

NOTE: Article 19.03 is applicable to full-time employees only.

- 19.03 (a) Where an employee's scheduled vacation is interrupted due to serious illness or injury which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.
- (b) Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave.
- (c) 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.

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

ARTICLE 20 – HEALTH AND WELFARE BENEFITS

NOTE: The provisions of Articles 20.01 and 20.02 with respect to Health and Welfare Benefits apply to full-time employees only.

- 20.01 (a) The Hospital agrees to contribute towards the premium coverage of participating eligible employees in the active employ of the Hospital under the insurance plans as set out in Article 20.01 subject to their respective terms and conditions including any enrolment requirements. For newly hired employees, coverage as set out in Article 20.01 shall be effective the first billing date in the month following the month in which the employee was first employed subject to any enrolment or other requirements of the Plan. In no instance shall the first billing date for an employee occur later than the first day of the fourth full month following the month in which the newly-hired employee was first employed.
- (b) Semi-Private Hospital Insurance

The Hospital agrees to pay one hundred percent (100%) of the billed premiums towards coverage of eligible employees in the active employ of

the Hospital under the Liberty Health Plan or comparable coverage with another carrier.

(c) Extended Health Care

The Hospital shall contribute on behalf of each eligible employee seventy-five percent (75%) of the billed premium under the Extended Health Care Plan (Liberty Health) provided the balance of the monthly premium is paid by employees through payroll deduction. Any hospital currently paying more than seventy-five percent (75%) of the premium shall continue to do so. The Extended Health Care Plan will include:

- (i) \$22.50 (single) and \$35.00 (family) deductible;
- (ii) hearing aids with a maximum of the cost of acquisition once in every thirty-six (36) months per person;
- (iii) vision care with a maximum of three hundred and fifty dollars (\$350) every twenty-four (24) months per person with the option to use coverage toward the cost of laser surgery;
- (iv) one (1) optometry exam every twenty-four (24) months (up to a one hundred-dollar (\$100) maximum);
- (v) chiropractic, massage therapy and physiotherapy to a maximum of three hundred dollars (\$300) per insured person annually for each service;
- (vi) a prescription drug dispensing fee cap of nine dollars (\$9) per prescription;
- (vii) mandatory generic drug substitution;
- (viii) drug formulary as defined by Liberty Health Formulary Three.

(d) Dental

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

- (i) recall oral examination once every nine (9) months;

- (ii) orthodontic coverage for participating employees on a 50/50 co-insurance basis, with a lifetime maximum of \$1,500 per insured person;
- (iii) complete and partial dentures at 50/50 co-insurance to \$1,000 maximum per person annually;
- (iv) crowns, bridge work and repairs at 50/50 co-insurance to \$1,500 maximum per person annually.

(e) Group Life Insurance

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

(f) Same Sex Partner Coverage

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

20.02 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 or increased. The Employer shall provide to the Union full specifications of the benefit programs contracted for before implementation of any change.

20.03 Pension

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

20.04 Divisible Surplus

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

20.05 Part-Time Benefits

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

20.06 Benefits on Lay-off

Employees who have been laid off are entitled to the Extended Health and Dental benefits. Employees will be able to buy those benefits at one hundred percent (100%) employee cost. The employee will be responsible for making appropriate arrangements with the Hospital for payment of both the employer and employee portions of the premium costs. The employee will be able to access these benefits for a maximum of twelve (12) months from the date of their actual lay-off.

20.07 Benefits on Sick Leave

The Hospital will pay the employer portion of the benefit premiums while an employee is on sick leave, including the EI period prior to the commencement of long-term disability and LTD, to a maximum of thirty (30) months from the date the absence began.

20.08 Benefits for Early Retirees

- (a) The Hospital will provide to all employees who are 55-56 years of age who retire (including disability retirements) and have not yet reached age sixty-five (65) and who are in receipt of the Hospital's pension plan benefits, semi-private, extended health care and dental benefits on the same basis as is provided to active employees, as long as the retiree pays the Hospital the full amount of the monthly premiums in advance.
- (b) The Hospital will provide to all full-time employees who reach age fifty-seven (57) and retire (including disability retirements) and have not yet reached age sixty-five (65) and who are in receipt of the Hospital's pension plan benefits, semi-private, extended health care and dental benefits on the same basis as is provided to active employees as long as the retiree pays the Hospital their share of the monthly premiums in advance. The Hospital will contribute fifty percent (50%) of the billed premiums of these benefit plans.

20.09 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 20.01. 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 20.01. The Hospital shall also provide the Union with access to all current information booklets provided to the employees.

20.10 Benefits Age 65 and Older

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

ARTICLE 21 – MODIFIED WORK

- 21.01 In order to facilitate a safe return to work, in compliance with the *Workplace Safety and Insurance Act*, the *Ontario Human Rights Code*, the Collective Agreement and other applicable legislation, the parties will provide fair and consistent practices to accommodate employees who are ill, injured or permanently disabled.
- 21.02 Where the Hospital and the Union agree, the Hospital may implement modified/rehabilitative work programs in order to assist employees returning to work following illness or injury. To facilitate these programs, it is understood and agreed that provisions of the collective agreement may, where agreed, be varied. The specific terms of the program will be signed by the Hospital and the Union.
- 21.03 The parties agree that the issue of education on the topics of accommodation and modified work are appropriate agenda items for the Labour-Management Committee.

ARTICLE 22 – CONTRACTING OUT

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

ARTICLE 23 – WORK OF THE BARGAINING UNIT

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

ARTICLE 24 – CONTINUING EDUCATION

24.01 The Hospital and the Union recognize that continuing education is important for all employees and that they have shared interests and responsibilities in ensuring equitable access to it. Therefore:

- (i) The Local Parties will endeavour to maximize internal opportunities for training and development which may include but are not limited to: lunch hour programs, guest lecturers, trained employees training other employees, teleconferences, and access to in-house programs/seminars.
- (ii) Continuing education opportunities will be communicated within the department(s). Where access to an opportunity is limited, the Hospital will identify pertinent selection criteria, terms of payment, etc. Decisions about continuing education opportunities will be made at the departmental level within the context of employee, Hospital, and department/program needs.
- (iii) Where the employee requests it, the Hospital and the employee will jointly create an Annual Development Plan outlining continuing education goals and objectives.
- (iv) In the event of dissatisfaction with the way in which continuing education decisions are made at the departmental level, the issue will be considered by a continuing education sub-committee of the Labour-Management Committee. This sub-committee will consider opportunities, employee needs, Hospital needs and department/program requirements. The sub-committee may make recommendation(s) to the Hospital.

ARTICLE 25 – COMPENSATION

25.01 (a) 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.

(b) Notwithstanding the forgoing, if a Participating Hospital makes a substantial change to a Central classification, then the matter may be dealt with at a Central level. Where the parties agree to deal with such change at the Central level, any agreement or award shall be binding on all Participating Hospitals and bargaining units.

(i) No classification will be considered under this process where there is no grievance filed pursuant to Article 25.01 (a) in relation to that classification. The retroactive application of a decision will be determined by the central parties as a condition of agreement in this process.

(ii) Effective the date of the award/settlement of this Collective Agreement, or where the central parties have otherwise agreed, where one central party alleges there has been a substantial change to the job content of a central classification it may be the subject of this process.

For clarity a central classification shall be defined as any job listed in the OPSEU Central Wage Rates.

(iii) The central party who has identified the substantial change to the job content of a central classification must notify the other central party in writing within twelve (12) months of the date of the change.

(iv) Once the parties have reviewed the above, the central parties will meet to determine:

(1) whether the classification is a central classification; and

(2) whether the change is occurring across multiple Participating Hospitals.

- (v) If the central parties agree the classification is central and that the change is occurring in multiple Participating Hospitals, this process will be engaged.
- (vi) The failure to agree to engage this process will not be the subject of a grievance.
- (vii) If the central parties cannot agree that this process is engaged, it is understood that there will be no timeline objections from either party with respect to the continuance of grievance(s) filed under Article 25.01 (a).
- (viii) If the process is not engaged due to the lack of occurrence at multiple hospitals, a request from a new hospital for the same classification in the future may allow either party to include the previous requests.
- (ix) If the process is engaged the central parties will:
 - (1) Identify the classification that has been the subject of an alleged substantial change.
 - (2) Identify the change that has been alleged.
 - (3) Review a job description for the position prior to the change.
 - (4) Collect standardized job information questionnaires which are completed by individuals in the classification for each Participating Hospital which has the affected classification in their bargaining unit. The questionnaires will be approved by the respective managers. Furthermore, it is understood that the parties will receive the questionnaires as completed by the employees with the manager's comments.
 - (5) Identify a timeframe for when the change occurred.
 - (6) Review the current rate(s) of pay.

If any disagreement arises between the parties in (1) – (6) above, this process will be disengaged and the issue will be returned to the local(s) for resolution under Article 25.01(a) with no time line objections from either party.

- (x) Following the review above, the central parties will meet to determine whether there has been a substantial change to the job content of a central classification and whether the rate of pay is appropriate.

- (xi) Where the parties cannot agree either that there has been a substantial change to the job content of a central classification or to an appropriate rate of pay the matter may be referred to arbitration, it being understood that any arbitration board shall be limited to establishing whether there has been a substantial change to the job content of a central classification and an appropriate rate based on the relationship existing among other classifications within the central wage grid 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 the central wage grid and that such relativity must be maintained.
- (xii) Any resolution through this process will resolve any outstanding grievances related to the alleged changed central classification and will be binding on all Participating Hospitals and bargaining units.

- 25.02 (a) 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.
- (b) Prior experience shall be credited at the rate of one (1) increment on the salary scale for every one (1) year of recent, related, full-time experience, as determined by the Hospital.
- (c) For the purposes of the above clause, as it applies to part-time employees, part-time experience will be calculated on the basis of 1650 hours worked equaling one (1) year of experience.

NOTE: Where existing collective agreements have provisions for recent related experience credit superior to the above provisions, such provisions shall continue to be in effect.

25.03

(Applicable to part-time employees only)

Part-time employees will accumulate service for purposes of progression on the salary grid, on the basis of one (1) year of service for each 1650 hours worked.

Notwithstanding this provision, the calculation of service for purposes of progression on the salary grid will include service accrued during a pregnancy

leave or parental leave on the basis of seniority accrual during such leaves in accordance with Article 10.03(a)(ii) of the agreement.

25.04 Wage grids for those job classifications not covered by the Central wage grids are an appropriate subject matter for Local Negotiations. Notwithstanding the foregoing, those non-standard job classifications will receive general wage increases in accordance with the centrally negotiated agreement.

ARTICLE 26 – SUPERIOR BENEFITS

26.01 The Central Parties wish to encourage non-Participating Hospitals and Bargaining Units to join the central OPSEU and Participating Hospitals bargaining process.

26.02 The following language applies to hospitals and locals entering central bargaining following the 2006 round of bargaining and thereafter:

- (i) Prior to becoming a new participant in the central bargaining process, the local parties will hold negotiations to determine the content, if anything, of a superior condition appendix to the collective agreement. After these negotiations have concluded, the local parties will send a joint letter to the central parties with a copy of the expiring agreement and the newly negotiated superior condition appendix.
- (ii) Existing rights, privileges, practices, terms or conditions of employment which may be considered to be superior to those contained in the central agreement shall be deemed not to continue in effect unless specifically retained by the superior condition appendix.
- (iii) The local parties must agree to adopt central language in their collective agreement with the exception of the agreed upon superior conditions set out in their superior condition appendix.
- (iv) The content of the superior conditions appendices are appropriate subject matter for both local and central negotiations. For clarity, the scope of these negotiations is only to reduce or eliminate the superior condition(s).
- (v) The local parties have only one opportunity to join the central process with the protection of their superior conditions. Should they leave the central process and later rejoin, they will not have access to this same opportunity.

ARTICLE 27 – MULTI-SITE ISSUES

27.01 (a) Where multi-site/location operations currently exist, or are anticipated, either party may bring forward issues for local bargaining in accordance with the Memorandum of Conditions for Joint Bargaining. Where a new multi-site or location operation arises after the signing of the collective agreement,

at the request of either party, the parties will enter into negotiations to effect an agreement to address multi-site/location issues.

- (b) An agreement under Article 27.01(a) may encompass issues that have traditionally been deemed to be Central, subject to approval by the Central Parties. The issues appropriate for local negotiation may include, but are not restricted to: the process used to determine who works where and when, transportation allowance, cost of transportation (including parking), travel time, definition of headquarters, job posting procedure, health and safety, union committees, standby, call back, and scheduling. The Local Parties may wish to use the Flexible Tours Model Agreement to address Hours of Work. Issues that are not appropriate for local negotiation are: Layoff and Recall, Hours of Work and Overtime (unless amended through the Model Agreement with respect to Innovative Scheduling/Flexible Scheduling Agreement).
- (c) Where the Local Parties are unable to negotiate an agreement on language that modifies central issues, the Central Parties will be invited to provide assistance. Where assistance from the Central Parties does not result in an agreement, and where the outstanding issues are only local in nature, the dispute will be resolved by mediation/arbitration. Where the matters in dispute are Central in nature, the manner of dispute resolution will be determined by the Central Parties.

ARTICLE 28 – JOB REGISTRY

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

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

- (b) If such an employee who applies through this process is selected, and accepts the position, such employee will transfer her accumulated service to the receiving Hospital for the purposes of placement on the wage grid and for vacation entitlement only. Placement on the wage or vacation grid means that the employee shall be placed at the same step in the grid the employee held in her previous position and shall progress through the grid thereafter on the basis of their service date from their former Hospital. It is understood that service for the purposes of determining seniority, and

notice/severance under the *Employment Standards Act*, will be based upon the first day of employment with the receiving Hospital and will be governed by the terms of the receiving Hospital's collective agreement.

- (c) An employee changing Hospitals under this provision will be subject to the normal probationary period as outlined in the hiring Hospital's collective agreement (Article 10.01). During this probationary period the employee retains any right of recall they might have to their former Hospital. If for any reason the new employment relationship ceases during the probationary period the employee will return to their former status as a laid off employee of the former Hospital.

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

ARTICLE 29 – MODEL SCHEDULING AGREEMENTS AND PRE-PAID LEAVE

29.01 Extended Tours

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

MODEL AGREEMENT WITH RESPECT TO EXTENDED TOUR ARRANGEMENTS

MEMORANDUM OF AGREEMENT

Between: The Hospital –

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

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

Article 1 – Work Unit and Employees Covered

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

Article 2 – Hours of Work

2.01 The normal or standard extended work day shall be ____ hours per day.

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

2.03 Failure to provide (____) hours between the commencement of an employee's scheduled shift and the commencement of such employee's next scheduled shift shall result in payment of one and one-half (1 ½) times the employee's regular straight time hourly rate for only those hours which reduce the (____) hour period. Where the (____) hour period is reduced as a result of an approved change of shift(s) requested by the employee(s), such premium payment shall not apply.

Article 3 – Overtime

- 3.01 Overtime shall be defined as being all hours worked in excess of the normal or standard extended work day, as set out in Article 2.01 of the Model Agreement or in excess of the normal or standard work week as set out in Article 16.01 of the collective agreement.
- 3.02 For purposes of overtime the hours of work per week shall be averaged over _____ weeks.

Article 4 – Rest Periods

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

Article 5 – Meal Periods

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

Article 6 – Sick Leave and Long-Term Disability

(Applicable to full-time employees only)

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

Article 7 – Paid Holidays

(Applicable to full-time employees only)

- 7.01 Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times the number of hours for a normal or standard work day as set out in Article 16.01(a).
- 7.02 An employee required to work on any of the designated holidays listed in the collective agreement shall be paid at the rate of time and one-half (1 ½) their regular straight time rate of pay for all hours worked on such holiday, subject to Article 18.03. In addition, they will receive a lieu day off with pay in the amount of their regular straight time hourly rate of pay times seven and one-half (7 ½) hours, except in those hospitals which have a standard work day of less than seven and one-half (7 ½) hours in which case holiday pay will be based on the standard daily hours in that hospital.

Article 8 – Vacation

- 8.01 (Applicable to full-time only)

Vacation entitlement as set out in Article 19.01 will be converted to hours on the basis of the employee's normal work week.

8.02 (Applicable to part-time only)

As set out in Article 19.02 of the collective agreement.

Article 9 – Local Provisions

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

Term

This Agreement shall be (Specify Term).

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

Dated this _____ day of _____ 20____.

For the Union

For the Hospital

29.02 Innovative/Flexible Scheduling

Where the Hospital and the Union agree, arrangements regarding Innovative/Flexible Scheduling, including shifts of less than seven and one-half (7.5) hours, but not less than four (4) hours, may be entered into between the parties on a local level. Such agreement will not be unreasonably withheld.

Whenever a shift schedule of less than seven and one-half (7.5) hours but not less than four (4) hours is proposed by either party, the following will apply:

- (i) The party proposing the change will provide the details of its proposal, including the rationale, in writing, to the other party.
- (ii) The proposal must be department/area/employee specific.

- (iii) Unless they agree otherwise, the parties will then schedule a meeting to discuss the proposal within seven (7) calendar days of providing details of the proposal.
- (iv) If the Union does not agree to the proposal, it must provide its reasons in writing within twenty-one (21) calendar days of the Hospital's written request.

The model agreement with respect to such scheduling arrangements is set out below:

MODEL AGREEMENT WITH RESPECT TO INNOVATIVE SCHEDULING/FLEXIBLE SCHEDULING

MEMORANDUM OF AGREEMENT

Between: The Hospital –

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

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

Article 1 – Work Unit and Employees Covered

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

Article 2 – Hours of Work

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

Article 3 – Agreed Variation from the Collective Agreement

(Collective Agreement provisions to be varied.)

Article 4 – Rest Periods

4.01 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 three and three-quarters (3.75) hours worked.

Article 5 – Meal Periods

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

Article 6 – Local Provisions

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

Term

This Agreement shall be (Specify Term).

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

Dated this ____ day of _____ 20____.

For the Union

For the Hospital

29.03 Job Sharing Arrangements

Where the Hospital and the Union agree, job sharing arrangements may be entered into between the parties on a local level. Job sharing is defined as an arrangement whereby two employees share the hours of work of what would otherwise be one full-time position. Subject to the provisions of Article 11, the position involved in the job sharing arrangement will be maintained as a full-time position in the Hospital's staffing complement.

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

MODEL AGREEMENT WITH RESPECT TO JOB SHARING

MEMORANDUM OF AGREEMENT

Between: The Hospital –

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

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

Article 1 – Work Unit and Employees Covered

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

Article 2 – Hours of Work

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

Article 3 – Status of Employees

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

Article 4 – Introduction

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

Article 5 – Discontinuance

(Discontinuance provisions to be set out in this Article. In preparing discontinuance language, the parties shall make provisions for a full-time employee who has transferred to a regular part-time position as part of a job sharing arrangement to have the first option of returning to that full-time position on the collapse of the arrangement.)

Dated this ____ day of _____ 20____.

For the Union

For the Hospital

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

29.04 Pre-Paid Leave

(a) Purpose

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

(b) Application

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

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

- (c) The total number of employees that may be accepted into the Pre-Paid Leave Plan in any one plan year as defined in Article 29.04(l) and from any one department shall be (number subject to local negotiations). Where there are more applications than spaces allotted, seniority shall govern subject to 29.04(b) above.

(d) Nature of Final Agreement

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

- (i) A statement that the employee is entering the plan in accordance with Article 29.04 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.
- (iv) 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 percent (20%) of the employee's gross annual earnings will be deducted and held for the employee. Such deferred salary will not be accessible to the employee until the year of the leave or upon the collapse of the plan. In the case of another mutually agreed upon deferral schedule, the percentage of salary deferred shall be adjusted appropriately.

(f) Deferred Earnings

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

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

(g) Health and Welfare Benefits

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

Full-Time Employees Only

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

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

(h) Seniority and Service

Full-Time Employees Only

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

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

(i) Assignment on Return

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

(j) Withdrawal Rights

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

(ii) On Leaving Employment

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

(k) Replacement Employees

The Hospital will endeavour to find a temporary replacement for the employee, as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. If, after a period of postponement, a suitable temporary replacement cannot be found, the Hospital will have the option of considering a further postponement or of collapsing the plan. The employee, subject to such a postponement, will have the option of remaining in the plan and rearranging the leave at a mutually agreeable time, or of withdrawing from the plan as outlined in Article 29.04(j).

(l) Plan Year

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

(m) Status of Replacement Employee

- (i) Only the original vacancy resulting from an absence due to pre-paid leave will be posted.
- (ii) Employees in bargaining units at the Hospital represented by OPSEU, selected to fill vacancies resulting from replacing an employee on a pre-paid leave need not be considered for other vacancies while replacing such employee. Upon completion of the leave, the replacing employee will be returned to their former position, and the filling of subsequent vacancies will likewise be reversed.
- (iii) Employees newly hired to fill vacancies resulting from replacing an employee on pre-paid leave will not accrue seniority during the filling of such vacancies. Furthermore, such employees need not be considered for other vacancies. If such employees do post into permanent positions they will be credited with seniority from their last date of hire. The release or discharge of such employees will not be subject of a grievance or arbitration.

ARTICLE 30 – EMERGENCY SITUATIONS – LOCAL CONSULTATION

30.01 The parties agree to develop and establish a local consultation process to deal with future emergency situations of an unexpected nature that challenges the Hospital's ability to deliver safe health care and requires a temporary change to the Hospital's normal operating procedures. Such consultation shall include, but is not limited to, issues of redeployment and reassignment of staff (including voluntary reassignment of staff), planning of additional sessions of consultation, personal protective equipment, and the temporary waiver of terms and conditions of the Collective Agreement, as agreed to by the parties.

There shall be no loss of earnings, service or benefits for committee members attending the committee meetings. The total number of committee members shall be established at the local level.

ARTICLE 31 – COST OF PRINTING

31.01 The cost of printing the Collective Agreement will be shared equally by the Hospital and the Union. The Collective Agreement will be printed within sixty (60) days of its signing.

ARTICLE 32 – DURATION AND RENEWAL

32.01 This Agreement shall continue in effect until the 31st day of March, 2022 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:

- (i) In the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, either party may give notice to the other of its desire to bargain for the renewal of this Agreement within one hundred and twenty (120) days prior to the termination date of this Agreement. Negotiations on local matters shall take place during the period from one hundred and twenty (120) to sixty (60) days prior to the termination date of this Agreement. It is understood and agreed that "local matters" means those matters which have been determined by mutual agreement between the central negotiating committees representing each of the parties to this Agreement as being subjects for local bargaining directly between the parties to this Agreement. It is also agreed that local bargaining shall be subject to such procedures as may be determined by mutual agreement between the central negotiating committees referred to above.
- (ii) In the event the parties to this Agreement do not agree to negotiate for its renewal through the process of central bargaining, either party may notify the other within the period from ninety (90) days to sixty (60) 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.
- (iii) It is further understood that the central negotiating committees will meet in the sixth month prior to the termination of this Agreement to convey the intentions of their principals as to participation in central negotiations, if any, and to determine the conditions for such central bargaining.
- (iv) Proposals on central issues shall be exchanged by the central negotiating committees on a date set out in the Memorandum of Conditions for Joint Bargaining. Negotiations on central matters shall take place during the period commencing ninety (90) days prior to the termination of this Agreement.

ARTICLE 33 – RETROACTIVITY OF WAGES

33.01 Current employees on staff, from the date of either ratification of the settlement or interest arbitration award, will be paid retroactivity, within four (4) full pay periods, from the date of ratification of the settlement or date of interest arbitration award, on the basis of hours paid.

Retroactivity shall be paid on wage increases, including any payments based on the wage rate (for example, the percentage in lieu of benefits, vacation pay, and SUB).

The Hospital will contact former employees at their last known address on record with the hospital, within four (4) full pay periods from the date of ratification of settlement or date of interest arbitration award, to advise them of their entitlement to retroactivity.

Former employees will have a period of four (4) full pay periods from the date of the notice to claim such retroactivity and, if they fail to make a claim within the four (4) full pay periods, their claim will be deemed to be abandoned.

OPSEU CENTRAL WAGE RATES
April 1, 2019 – March 31, 2022

Settlement

April 1, 2019 – 1.75%

April 1, 2020 – 1.75%

April 1, 2021 – 1.75%

Medical Laboratory Technologist
Medical Radiation Technologist, Biomedical Technologist

	1-Apr-18	1-Apr-19	1-Apr-20	1-Apr-21
Start	31.32	31.87	32.43	32.99
1 yr	32.53	33.10	33.68	34.27
2 yr	33.89	34.48	35.09	35.70
3 yr	35.24	35.86	36.48	37.12
4 yr	36.59	37.23	37.88	38.54
5 yr	37.93	38.59	39.27	39.96
6 yr	39.28	39.97	40.67	41.38
7 yr	40.62	41.33	42.05	42.79
8 yr	41.98	42.71	43.46	44.22

Ultrasound Technologist, Echocardiographer,
MRI Technologist, Respiratory Therapist

	1-Apr-18	1-Apr-19	1-Apr-20	1-Apr-21
Start	31.32	31.87	32.43	32.99
1 yr	32.53	33.10	33.68	34.27
2 yr	33.89	34.48	35.09	35.70
3 yr	35.24	35.86	36.48	37.12
4 yr	36.59	37.23	37.88	38.54
5 yr	37.93	38.59	39.27	39.96
6 yr	39.28	39.97	40.67	41.38
7 yr	40.62	41.33	42.05	42.79
8 yr	43.25	44.01	44.78	45.56

Senior

Medical Laboratory Technologist
Medical Radiation Technologist, Biomedical Technologist

	1-Apr-18	1-Apr-19	1-Apr-20	1-Apr-21
Start	35.91	36.54	37.18	37.83
1 yr	37.34	37.99	38.66	39.33
2 yr	38.80	39.48	40.17	40.87
3 yr	40.19	40.89	41.61	42.34
4 yr	41.66	42.39	43.13	43.89
5 yr	43.05	43.80	44.57	45.35
6 yr	44.51	45.29	46.08	46.89

Senior

Ultrasound Technologist, Echocardiographer,
MRI Technologist, Respiratory Therapist

	1-Apr-18	1-Apr-19	1-Apr-20	1-Apr-21
Start	35.91	36.54	37.18	37.83
1 yr	37.34	37.99	38.66	39.33
2 yr	38.80	39.48	40.17	40.87
3 yr	40.19	40.89	41.61	42.34
4 yr	41.66	42.39	43.13	43.89
5 yr	43.05	43.80	44.57	45.35
6 yr	45.84	46.64	47.46	48.29

Charge

Medical Laboratory Technologist
Medical Radiation Technologist, Biomedical Technologist

	1-Apr-18	1-Apr-19	1-Apr-20	1-Apr-21
Start	37.96	38.62	39.30	39.99
1 yr	39.46	40.15	40.85	41.57
2 yr	40.98	41.70	42.43	43.17
3 yr	42.49	43.23	43.99	44.76
4 yr	44.02	44.79	45.57	46.37
5 yr	45.49	46.29	47.10	47.92
6 yr	47.04	47.86	48.70	49.55

Charge

Ultrasound Technologist, Echocardiographer,
MRI Technologist, Respiratory Therapist

	1-Apr-18	1-Apr-19	1-Apr-20	1-Apr-21
Start	37.96	38.62	39.30	39.99
1 yr	39.46	40.15	40.85	41.57
2 yr	40.98	41.70	42.43	43.17
3 yr	42.49	43.23	43.99	44.76
4 yr	44.02	44.79	45.57	46.37
5 yr	45.49	46.29	47.10	47.92
6 yr	48.45	49.30	50.16	51.04

Dietitian, BSW, Kinesiologist

	1-Apr-18	1-Apr-19	1-Apr-20	1-Apr-21
Start	33.29	33.87	34.47	35.07
1 yr	35.10	35.71	36.34	36.98
2 yr	36.94	37.59	38.24	38.91
3 yr	38.77	39.45	40.14	40.84
4 yr	40.59	41.30	42.02	42.76
5 yr	42.41	43.15	43.91	44.68

Perfusionist

	1-Apr-18	1-Apr-19	1-Apr-20	1-Apr-21
Start	36.53	37.17	37.82	38.48
1 yr	38.56	39.23	39.92	40.62
2 yr	40.55	41.26	41.98	42.72
3 yr	42.56	43.30	44.06	44.83
4 yr	44.56	45.34	46.13	46.94
5 yr	47.97	48.81	49.66	50.53

Pharmacist

	1-Apr-18	1-Apr-19	1-Apr-20	1-Apr-21
Start	40.98	41.70	42.43	43.17
1 yr	43.23	43.99	44.76	45.54
2 yr	45.52	46.32	47.13	47.95
3 yr	47.76	48.60	49.45	50.31
4 yr	50.05	50.93	51.82	52.72
5 yr	53.89	54.83	55.79	56.77

Psychologist

	1-Apr-18	1-Apr-19	1-Apr-20	1-Apr-21
Start	52.28	53.19	54.13	55.07
1 yr	55.15	56.12	57.10	58.10
2 yr	58.02	59.04	60.07	61.12
3 yr	60.89	61.96	63.04	64.14
4 yr	63.77	64.89	66.02	67.18
5 yr	66.63	67.80	68.98	70.19

Occupational Therapist, Physiotherapist

	1-Apr-18	1-Apr-19	1-Apr-20	1-Apr-21
Start	33.01	33.59	34.18	34.77
1 yr	35.29	35.91	36.54	37.18
2 yr	37.58	38.24	38.91	39.59
3 yr	39.87	40.57	41.28	42.00
4 yr	42.14	42.88	43.63	44.39
5 yr	45.76	46.56	47.38	48.20

Audiologist, Psychometrist, MSW, Speech Pathologist

	1-Apr-18	1-Apr-19	1-Apr-20	1-Apr-21
Start	37.97	38.63	39.31	40.00
1 yr	40.04	40.74	41.45	42.18
2 yr	42.12	42.86	43.61	44.37
3 yr	44.21	44.98	45.77	46.57
4 yr	46.29	47.10	47.92	48.76
5 yr	48.38	49.23	50.09	50.96

Technician 1 – Lab Aide/Clerk, Audio-Visual Assistant, Darkroom Technician

	1-Apr-18	1-Apr-19	1-Apr-20	1-Apr-21
Start	21.88	22.26	22.65	23.05
1 yr	22.69	23.09	23.49	23.90
2 yr	23.53	23.94	24.36	24.79
3 yr	24.36	24.79	25.22	25.66
4 yr	25.19	25.63	26.08	26.54

Technician 2 – Phlebotomist, Medical Records Technician, Orthotic/Prosthetic Technician, Media Maker, OR Technician, OT/PT Aide

	1-Apr-18	1-Apr-19	1-Apr-20	1-Apr-21
Start	24.28	24.70	25.14	25.58
1 yr	25.19	25.63	26.08	26.54
2 yr	26.11	26.57	27.03	27.50
3 yr	27.03	27.50	27.98	28.47
4 yr	27.95	28.44	28.94	29.44

Technician 3 – Non-Certified EEG/EMG/ENG/ECHO Technician, ECG Technician, Lab Assistant, Morgue Attendant/Technician, Pharmacy Technician/Assistant

	1-Apr-18	1-Apr-19	1-Apr-20	1-Apr-21
Start	25.92	26.37	26.84	27.30
1 yr	26.93	27.40	27.88	28.37
2 yr	27.90	28.39	28.89	29.39
3 yr	28.89	29.40	29.91	30.43
4 yr	29.88	30.40	30.93	31.48

Technician 4 – Non-Registered Technologist, Audio-Visual Technician, Dental Technician/Assistant, Technician (Cardio-Pulmonary, Audiology, Ophthalmic, Orthopaedic, Doppler Flow, Retinal Photographer)

	1-Apr-18	1-Apr-19	1-Apr-20	1-Apr-21
Start	28.85	29.35	29.87	30.39
1 yr	29.93	30.45	30.99	31.53
2 yr	31.02	31.56	32.12	32.68
3 yr	32.15	32.71	33.29	33.87
4 yr	33.22	33.80	34.39	34.99

Technician 5 – Autopsy Master, Certified EEG/EMG/ENG Technician, Physical Fitness/Health Maintenance Worker

	1-Apr-18	1-Apr-19	1-Apr-20	1-Apr-21
Start	30.55	31.08	31.63	32.18
1 yr	31.72	32.28	32.84	33.41
2 yr	32.87	33.45	34.03	34.63
3 yr	34.02	34.62	35.22	35.84
4 yr	35.17	35.79	36.41	37.05

The following Letters of Understanding will be appended to all collective agreements:

Letter of Understanding #1 – Part-time Voluntary Benefits

If the local parties agree, the Hospital will provide part-time employees with the option of voluntary participation in any and all of the group health and welfare benefit programs set out in Article 20.01. It is understood and agreed that the part-time employees would pay the Hospital the full amount of the monthly premiums, in advance.

NOTE: Part-time voluntary benefits are not arbitrable in local negotiations.

Signed in Toronto this 13th day of July, 2016.

For Ontario Public Service
Employees Union

For the Participating Hospitals

Sandi Blancher

Jason Fitzsimmons

Betty Palmieri

Angela Hodgson

Brock Suddaby

Letter of Understanding #2 – 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 the 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 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 their probationary period at the Hospital where they were formerly employed shall receive credit for their 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 twenty-four (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 twenty-four (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.

Signed in Toronto this 13th day of July, 2016.

For Ontario Public Service
Employees Union

For the Participating Hospitals

Sandi Blancher

Jason Fitzsimmons

Betty Palmieri

Angela Hodgson

Brock Suddaby

Letter of Understanding #3 – Additional Issues Appropriate for Local Bargaining

The parties agree that the issue of vacation payouts to part-time employees on pregnancy or parental leaves may be raised during local bargaining.

The parties agree that the matter of backfilling absences is an appropriate topic for discussion at the local level.

Signed in Toronto this 13th day of July, 2016.

For Ontario Public Service
Employees Union

For the Participating Hospitals

Sandi Blancher

Jason Fitzsimmons

Betty Palmieri

Angela Hodgson

Brock Suddaby

Letter of Understanding #4 – Communication and Education to OPSEU Representatives Regarding Application of 29.02

OPSEU will send the following letter to the Chief Negotiations Officer of the Ontario Hospital Association:

During bargaining we committed and undertook to communicate to and educate the locals that due consideration will be given to requests for short shifts pursuant to Article 29.02.

It is understood that the Hospitals may grieve any unreasonable refusal.

Signed in Toronto this 29th day of May, 2016.

For Ontario Public Service
Employees Union

For the Participating Hospitals

Sandi Blancher

Jason Fitzsimmons

Betty Palmieri

Angela Hodgson

Brock Suddaby



Appendix "A": Workload Alert Notification

In accordance with Article 6.07 and Article 6.08 of the collective agreement

Please be advised that the undersigned has cause to believe that they are 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:	☐ Is this an isolated incident? ☐ An ongoing problem?

Section 3: Contributing Factors	
☐ Staffing Shortages	_____
☐ Patient/Work Preparation Concerns	_____
☐ Patient/Work Volume	_____
☐ Equipment Concerns	_____
☐ Other	_____

Section 4: Identify the specific risk issues to staff/patient care
☐ Emergency Situation (will result in serious impact on patient in the immediate future)
☐ Urgent Situation (will result in serious impact on patient in future)
☐ 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, their steward and further copies forwarded to the Department Manager, and Human Resources.

APPENDIX “B” – Participating Hospitals
50 PARTICIPATING HOSPITALS AND 63 BARGAINING UNITS
OPSEU CENTRAL BARGAINING – 2019

<u>Local</u>	<u>Employer Name</u>	<u>Location</u>	<u>Unit Type</u>
106	Alexandra Hospital	Ingersoll	FT/PT
106	London Health Sciences Centre	London	FT
106	London Health Sciences Centre	London	FT
106	London Health Sciences Centre	London	PT
106	London Health Sciences Centre	London	PT
106	London Health Sciences Centre	London	FT/PT
106	South Huron Hospital Association	Exeter	FT/PT
106	St. Joseph's Health Care	London	FT/PT
132	Chatham-Kent Health Alliance	Chatham	FT/PT
141	Huron Perth Healthcare Alliance	Huron Perth	FT/PT
145	Bluewater Health	Sarnia	FT/PT
159	St. Thomas-Elgin General Hospital	St. Thomas	FT/PT
206	Joseph Brant Hospital	Burlington	FT/PT
206	Joseph Brant Hospital	Burlington	FT/PT
206	St. Joseph's Healthcare Hamilton	Hamilton	FT/PT
215	Hotel Dieu Shaver Health and Rehabilitation Centre	St. Catharines	FT/PT
215	Niagara Health System	Niagara	FT/PT
227	Headwaters Health Care Centre	Orangeville	FT/PT
231	Guelph General Hospital	Guelph	FT/PT
239	Cambridge Memorial Hospital	Cambridge	FT/PT
260	Grey Bruce Regional Health Services	Owen Sound	FT/PT
275	South Bruce Grey Health Centre	Walkerton	FT/PT
275	Hanover & District Hospital	Hanover	FT/PT
309	Ross Memorial Hospital	Lindsay	FT/PT

344	Northumberland Hills Hospital	Cobourg	FT/PT
346	Royal Victoria Regional Health Centre	Barrie	FT
346	Royal Victoria Regional Health Centre	Barrie	PT
346	Royal Victoria Regional Health Centre	Barrie	FT/PT
347	Collingwood General & Marine Hospital	Collingwood	FT/PT
348	Lakeridge Health Corporation	Oshawa	FT/PT
348	Markham Stouffville Hospital/Uxbridge	Markham	FT/PT
367	Georgian Bay General Hospital	Georgian Bay	FT/PT
373	Peterborough Regional Health Centre	Peterborough	FT/PT
380	Muskoka-Algonquin Healthcare	Huntsville/Bracebridge	FT/PT
383	Orillia Soldiers' Memorial Hospital	Orillia	FT/PT
387	Southlake Regional Health Centre	Newmarket	FT/PT
388	Mackenzie Health	Vaughn	FT/PT
402	Cornwall Community Hospital	Cornwall	FT/PT
425	Brockville General Hospital	Brockville	FT/PT
425	Kemptville District Hospital	Kemptville	FT/PT
442	Kingston Health Sciences	Kingston	FT/PT
444	Kingston Health Sciences	Kingston	FT/PT
461	Hawkesbury & District General Hospital	Hawkesbury	FT/PT
466	Perth & Smiths Falls District Hospital	Perth and Smith Falls	FT
479	Royal Ottawa Health Care Group/ Services de Santé Royal Ottawa	Ottawa	FT/PT
480	Quinte Healthcare Corp.	Belleville	FT/PT
480	Quinte Healthcare Corp.	Belleville	FT/PT
570	Mount Sinai Hospital	Toronto	FT/PT
570	Bridgepoint Hospital	Toronto	FT/PT
583	Baycrest Centre for Geriatric Care	Toronto	FT/PT
620	Sault Area Hospital – Unit A	Sault Ste. Marie	FT

620	Sault Area Hospital – Unit A	Sault Ste. Marie	PT
620	Sault Area Hospital – Unit B	Sault Ste. Marie	FT/PT
643	MICS Group of Health Services	Iroquois Falls/Cochrane/Matheson	FT/PT
643	Timmins & District Hospital	Timmins	FT/PT
646	Temiskaming Hospital	New Liskeard	FT/PT
646	Kirkland & District Hospital	Kirkland	FT/PT
659	Manitoulin Health Centre	Little Current	FT/PT
659	Health Sciences North/Horizon Santé-Nord	Sudbury	FT/PT
662	North Bay Regional Health Centre	North Bay	FT/PT
662	West Nipissing General Hospital	Sturgeon Falls	FT/PT
715	Thunder Bay Regional Health Sciences	Thunder Bay	FT/PT

FOR ONTARIO PUBLIC
SERVICE EMPLOYEES UNION



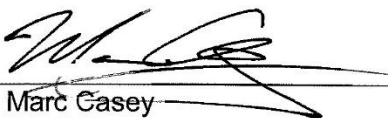
Sara Labelle
Lakeridge Health



Sandi Blancher
London Health Sciences Centre



Betty Palmieri
St. Joseph's Healthcare, Hamilton



Marc Casey
OPSEU



Steve Saysell
OPSEU



Smokey Thomas
OPSEU

FOR THE PARTICIPATING
HOSPITALS



David Brook
Ontario Hospital Association



David McCoy
Ontario Hospital Association

Signed at Toronto, Ontario the 1st of AUGUST, 2019

LOCAL PROVISIONS

LOCAL ISSUES APPENDIX

BETWEEN

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
Local 383
(hereinafter referred to as “the Union”)

AND

ORILLIA SOLDIERS' MEMORIAL HOSPITAL
(hereinafter referred to as “the Hospital”)

Expiry: **March 31, 2022**
Sector 10 – HOSPITAL HPD

APPENDIX 1
APPENDIX ON LOCAL ISSUES

SCOPE AND RECOGNITION

The hospital recognizes the Union as the exclusive bargaining agent for all Paramedical Medical Laboratory Cytology, Diagnostic Imaging (including CT, MRI, Nuclear Medicine, Ultrasound and Radiology), Dialysis, Pharmacy, Cardiology technologists and assistants; Health Records Technicians, Occupational Therapists, Physiotherapists, OT/PT Assistants, Speech Language Pathologists, Communicative Disorder Assistants, and Social Workers employed by Orillia Soldiers' Memorial Hospital in the City of Orillia, save and except supervisors and persons above the rank of supervisors, Pharmacists, students in training, students employed during the vacation period and persons covered by subsisting collective agreements at the Hospital.

MANAGEMENT RIGHTS

The right to manage and conduct the business of the Hospital resides with the Hospital and its administration except to the extent specifically modified by a provision of this Agreement and it will do so in a manner not inconsistent with the provisions of this agreement.

ARTICLE L2 – DEFINITIONS

L2.02 **Full-Time Employee**

A full-time employee is an employee in the bargaining unit who, unless subject to alternate written agreement between the parties, is scheduled to work a normal or standard work week as defined in Article L16.01(a).

L2.03 (a) **Regular Part-Time Employee**

A Regular Part-Time employee is a permanent employee who is regularly scheduled to work less than full-time hours. Notwithstanding they may work additional unscheduled hours subject to article L16.01

(b) Regular Part-Time Commitment

A regular Part-Time employee shall be available to work on the following basis:

- 1) Available to work a minimum of three (3) shifts per week, where the work is available, subject to authorized vacation leave or any other leave as provided for under this Collective Agreement or statute.

- 2) Available to work all three (3) tours of duty, (days, evenings, nights) including weekends and call;
- 3) Available to work as scheduled on any tour of duty on either: December 24, 25, 26 or December 31 and January 1. * as per Article L18.01 - Paid Holidays.

L2.04 Casual Employee

Casual Employee may be scheduled, and expected to work, a minimum of one shift per month in order to maintain competency.

Casual Employees shall not accrue worked time as seniority save and except for the purpose of on-call rotation and job competition amongst the casual employees.

L2.05 Temporary Employees

An employee hired temporarily in accordance with Article 13 of the Central Collective Agreement to work Full-Time or Part-Time hours. The hospital will outline to the temporary employee and the Union the circumstances giving rise to the need for such temporary employee and the special conditions related to such employment.

L2.06 (a) Master Rotation

Where a master rotation exists, it designates the sequence of shifts for each position which repeats over and over. The master rotation is the basis upon which the posted schedules are created.

L2.06 (b) Posted Schedule

The posted schedule makes the changes necessary to accommodate paid holidays, approved staff vacations, temporary job assignments and the various types of leaves. The posted schedule is subject to the provisions of the Collective Agreement where applicable.

ARTICLE L6 – REPRESENTATION AND COMMITTEES

L6.01 Union Stewards

The Employer agrees to recognize a maximum of ten (10) Stewards from the bargaining unit. The release of multiple stewards from any one department will be based on operational feasibility and will not be unreasonably denied.

L6.02 Grievance Committee

The hospital will recognize a grievance committee comprising of three (3) members to be elected or appointed from the bargaining unit. One (1) member shall be chairman. The grievor or steward may request the presence of the Unit Steward or Staff Representative at a grievance meeting. The purpose of the committee is to deal with grievances at each site, as set out in this Collective Agreement.

L6.03 Labour Management Committee

The LM committee shall be comprised of equal representation. The Union shall be entitled to a maximum of six (6) members. Notwithstanding such, it is understood that members may be invited from time to time from departments or areas that may not be represented on the committee.

L6.04 Negotiating Committee

The Hospital agrees to recognize a negotiating committee comprised of seven (7) members to be elected or appointed from the bargaining unit.

L6.08 No Other Agreements

No employee covered by this collective agreement shall be permitted to make any written or verbal agreement with the Hospital or it's representative(s) which conflicts with the terms of this Collective agreement. No individual employee or group of employees shall undertake to represent the Union at meetings with the Hospital without proper authorization from the Union. No letter of understanding or memorandum of settlement will be signed off without the signature of the Staff Representative, the Local President/Unit Steward and the member involved (if applicable).

L6.09 Professional Association Memberships

In the event that the Hospital requires an employee to maintain membership in both a professional association and a governing college, the Hospital shall reimburse employees for the amount of fees for membership in the professional association. The employees will provide proof of payment of such fees.

This provision is not meant to cover fees charged by any professional college operating under the RHPA.

L6.10 Malpractice and Professional Liability

The Hospital provides insurance to cover health care professionals in the event any legal action is brought against a healthcare professional or processional in the course of employment with the Hospital. Employees may, at any time, ask for written proof of insurance which would include the amount from Administration Services Department. The Hospital will advise employees should the amount of coverage be amended.

The Hospital requires that all employees who are required to travel across sites in the course of their work will produce to their Manager or Human Resources delegate their valid drivers' license and their valid insurance coverage on an annual basis. The Manager or Human Resource delegate will visually verify that the documents are valid and may record only the expiry dates of the employee's driver's license and vehicle insurance. Employees may be requested to sign an acknowledgement document stating that they have a valid driver's license and insurance on an annual basis.

L6.11 Scheduling Working Group

There shall be an ad-hoc Scheduling Working Group. The Scheduling Working Group will be comprised of:

- Bargaining Unit President or designate
- Two (2) Unit Representatives; one (1) full time and one (1) part time
- Unit Scheduler or Staffing Office Representative
- Manager
- HR Representative as needed
- OPSEU Staff Representative as needed

All staff present at these ad-hoc meetings will be paid for all time in attendance at their straight time hourly rate.

The ad-hoc Scheduling Working Group will meet annually if the majority of staff working within a given Mastered schedule request such meeting.

The ad-hoc Scheduling Working Group shall meet as needed. In the event that the Scheduling Working Group is unable to meet, then the new or revised schedule shall be provided to the committee in advance of implementation to provide feedback.

The purpose of the Scheduling Working Group will be as follows:

- a) To act in an advisory capacity to discuss, identify and assist in the resolution of scheduling concerns.

- b) To review all new and revised master schedules to ensure compliance with the collective agreement and benefit patient care and provide for a healthy work/life balance.

ARTICLE L14 – LEAVES OF ABSENCE

- L14.01 (c) Management may exercise their discretion in the approval of substituting paid vacation time/banked time rather than unpaid time off, upon request of an employee, in circumstances of a personal or family emergency. Such leave
- L14.02 (e) Either the president of a local or his or her designee shall be granted a leave of absence with pay and no loss of credits to conduct the internal affairs of the local on the following basis:
 - (a) only the local president or his or her designee shall be granted such leave;
 - (b) the leave shall be for not more than fifteen (15) hours per month, and unused leave shall not be cumulative;
 - (c) the leave shall, to the extent possible, be taken at the same time on the same day every other week, as pre-arranged between the local president and his or her supervisor;

ARTICLE L16 - HOURS OF WORK & OVERTIME

- L16.01 (a) Full-time employees shall be scheduled to work an average of seventy-five (75) hours per pay period, average over the schedule cycle.
- L16.01 (b) Part-time employees are regularly scheduled to work less than full time hours. Schedules shall wherever possible be set out on a master. The Hospital will endeavour to distribute the hours of work equitably and by seniority.
- L16.01 (d) The provisions of this section are intended only to provide a basis for calculating time worked, and shall not constitute a guarantee of hours of work per shift or per week, or for any period whatsoever, nor a guarantee of working schedules.
- L16.01 (e) It is further understood that due to the nature of the business of the Employer, all employees may be required to work all tours (Days, Evenings, Nights) including weekends and call where applicable.

L16.04 Overtime/Call Back Accumulation

- (a) A Full-time and Part-time employee will not accumulate/bank more than thirty-seven and one half (37.5) hours maximum straight regular hours in his/her bank at any one (1) time. Such time off will be scheduled at a mutually agreed time between the manager and the employee. Any hours over the above identified maximums will be paid out in the pay period following the accumulation.
- (b) Banked overtime is recorded bi-weekly on the employee's pay stub.
- (c) Employees requesting overtime to be banked must do so by indicating "Please Bank OT" in the overtime log.
- (d) Banked overtime may only be used during the prime vacation periods, if there is prime time available in accordance with Article 19. Banked overtime will not take precedent over legitimate vacation request. Once posted authorized banked time off cannot be displaced by a vacation request.

L16.06 Posting of Schedule

Where a master rotation exists, the employer shall not alter the master rotation without giving thirty (30) days' notice in advance of the posted schedule to the employees affected and the Union. A discussion shall take place at the earliest opportunity following the identification of the decision to make such alterations and this discussion shall include the consideration of alternatives.

The Master Rotation shall be posted effective Jan 15th of each year for a full year. Notwithstanding the forgoing if there is no existing master rotation the current practices shall continue until determined otherwise.

The posted schedule for a one (1) calendar month period shall be posted no later than the first day of the preceding month.

A minimum of eight (8) days off for each employee shall be scheduled in each four (4) week period. These days off shall be scheduled as two (2) consecutive days off for Full- time employees, unless mutually agreed by the parties.

The Employer shall not depart from the posted schedule without first discussing the alteration with the Employees affected and without considering alternatives. The discussion shall take place at the earliest opportunity. Any alteration will be in accordance with Article 17.09 of the Central Collective Agreement.

- a) When an employee is scheduled to work the weekend contiguous to a paid holiday, the employee will be scheduled to work the paid holiday.

- b) When an employee is scheduled off the weekend contiguous to a paid holiday, the employee shall be scheduled off the paid holiday.

L16.07 Employee Initiated Shift Exchange

The manager or designate will not unreasonably deny an exchange of shift between two equally qualified employees, provided, the manager's approval is requested in writing with a minimum of twenty-four (24) hours' notice, unless exceptional circumstances prevent it, and that no additional costs results to the Hospital from such exchange nor safety of employee or patient is compromised. Requested shift exchanges are not approved unless the request is signed off by the manager, or designate, in advance.

L16.08 Consecutive Shifts

No posted schedule shall reflect a requirement of more than seven (7) consecutive day work stretches, except in the case of statutory holidays, where the employee is scheduled to work the weekend inclusive of the statutory holiday. In such cases the scheduled employee may request a weekday (lieu day) off in the eight day stretch. Such request shall be made a minimum of fourteen (14) days in advance of the posting of the posted schedule. If the specific request cannot be accommodated an alternative weekday off (lieu day) shall be determined.

ARTICLE L17 – PREMIUM PAYMENTS AND TRANSPORT/MEAL ALLOWANCE

- 17.05 (b) The Hospital will endeavour to provide at least 1 weekend(s) off in 3. If an employee is required to work a 3rd consecutive weekend, the employee will be paid at the overtime rate for all hours worked on a 3rd consecutive weekend and any subsequent weekend until a weekend is scheduled off, save and except where:
- (a) such weekend has been worked by an employee to satisfy specific days off requested by such employee, or
 - (b) such employee has requested weekend work, or
 - (c) such weekend is worked as a result of an exchange of shifts with another employee, or
 - (d) any other reason as negotiated by the local parties and set out in the Local Provisions Appendix.

L17.07 Transportation Allowance

- i) When an Employee is required to travel to the Hospital, or to return to his home, as a result of being called back to work outside of his regularly scheduled hours, the Hospital will pay transportation costs by the Employee's own vehicle at the rate of **forty four cents (\$.44)** per kilometre or at the rate determined per hospital policy, whichever is greater. A five dollar (\$5.00) minimum will apply. If the Employee travels by taxi to the Hospital, due to extenuating circumstances, satisfactory proof of payment of such taxi fare will be provided to the Employer.
- ii) When an Employee is called in to work after hours on an urgent or emergency situation, they shall be entitled to park at the designated location as determined by the parties. It is understood that a "sign" will be issued to the employee(s) on call that will be placed in the window of their vehicle.

L17.09 Time Off Between Shifts

Failure to provide twenty (20) hours between the commencement of an employee's scheduled shift and the commencement of such employee's next scheduled shift shall result in payment of one and one-half (1 ½) times the employee's regular straight time hourly rate for only those hours which reduce the twenty (20) hour period.

Where the twenty (20) hour period is reduced as a result of an approved change of shift(s) requested by the employee(s) such premium payment shall not apply.

L17.12 Assignment of Additional Shifts

In the event there are additional shifts after all Part-Time employees have been offered up to their commitment, these additional shifts shall be offered/assigned as follows:

Part-time Employees shall be given the first right of refusal to available shifts for which they are not scheduled on the basis of seniority for equitable rotation provided that such assignment does not create an overtime situation. Failing the availability of any part-time employee the Employer may offer/assign a casual employee available shifts on the basis of their seniority by rotation. Should an overtime situation arise full-time employees shall be given the first right of refusal on the basis of seniority by rotation following which if not taken up part-time employees shall be offered the shifts as set out above.

A shift offered and/or declined is unpaid and considered a shift worked for the purpose of equitable rotation.

L17.14 DAYLIGHT SAVINGS TIME CHANGEOVER

Change over to daylight savings time or vice versa will be paid at straight time for hours worked. Overtime will not be paid for additional hours worked during a twenty-four (24) hour period as a result of change-over from daylight savings time to standard time.

ARTICLE L18 – PAID HOLIDAYS

- L18.01 When an Employee is scheduled to be off over the Christmas period (Christmas Day and Boxing Day), the Hospital will endeavour to include Christmas Eve (evening) off. The same shall apply to New Year's Day. (i.e.) Evening of Dec 31.

In order to accommodate the Christmas/New Year's time off it is agreed that the posted schedule for the four week period Dec 15 – Jan 15, may be different from the master rotation. It is understood that staff will be required to work Christmas/Boxing day or New Years in alternate years when required to provide service. In the event the Employer is able to allow an Employee(s) both Christmas/Boxing Day and New Year's Day off, this opportunity, shall be available as fairly and equitably as possible amongst all staff.

A record of these past working schedules shall be maintained and posted.

It is understood that the application of this article includes standby/on-call, and employees who work Christmas/New Year's shift will also be required to take the on-call shift for the applicable holiday.

Applicable to Full-Time employees only

- L18.01 (a) The designated paid Holidays, where their majority of hours worked fall on the holiday shall be:

New Year's Day (Jan. 1st)	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day (Dec. 25th)
Canada Day (July 1st)	Boxing Day (Dec. 26th)
Civic Holiday	
A non-premium floating birthday holiday.	

Applicable to part-time employees only

- L18.01 (b) The list of twelve (12) holidays for the purposes of payment for work performed, where the majority of hours worked fall on the holiday, the holidays are:

New Year's Day (Jan. 1st)
Family Day
Good Friday
2nd Friday in June
Victoria Day
Canada Day (July 1st)

Civic Holiday
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day (Dec. 25th)
Boxing Day (Dec. 26th)

L18.04 Qualifiers (FT only)

In order to qualify for payment for the designated paid holidays, an employee must work his full scheduled shift prior to and following the holiday except in the following circumstances:

- (a) Where absence on either or both of the said qualifying working days is with written permission; or
- (b) due to illness or any other reason consistent with the ESA.

An employee who is absent on a paid Holiday for which he/she is scheduled to work, shall forfeit holiday pay if he/she receives sick pay. In the event of a paid holiday falling within an employees' vacation period, such employee shall retain the unused vacation day.

ARTICLE L19 – VACATIONS

L19.04 (a) Distribution of Vacation Entitlement

This process is used for both Full and Part-time employees. Full-time employee requests are considered prior to Part-time employee requests. Full-time employee seniority may only be exercised with other Full-time employees and Part-time employee seniority may only be exercised with other Part-time employees.

Vacations will be scheduled in such a manner as to provide for a fair distribution of the number of employees who are absent due to vacations. Employees with the greatest length of seniority within a department in the Hospital will have first choice of dates, provided they indicate their preference before March 15th subject to the prime time vacation provisions.

Employees shall provide the Employer with their first, second, and third choices of prime time vacation requests. The Employer shall provide the Employee with a timely response relative to the prime time vacation request as soon as possible but in any event not later than April 15th.

The approval for vacation requests shall be based on providing for as fair a distribution as possible relative to the number of employees who can be off on vacation at the same time. The number of Employees off on vacation will be determined at the reasonable discretion of the Department Manager taking into account the operational requirements of the delivery of services.

In order to provide employees vacation opportunities during the prime time vacation period, which is defined as the time period between June 15 and Sept. 15, seniority preference can only be applied to the maximum of two (2) weeks off. A week is defined as Monday to Sunday.

For the purpose of allotting prime time vacation the manager or designate shall post a vacation planner on or before February 15 of each year and identify the number of employees allowed to be off at one time within full-time and part-time status. The planner will cover the period May 1st through September 30th of the following year. As well each employee shall submit her requests in writing to the manager on the Hospital form provided.

Notwithstanding the maximum of two (2) weeks the Employer shall determine if there is any remaining prime time off available. If so, the Employer shall immediately conduct a canvass or those members who were denied in whole or in part their requested vacation during the first approval process as described above, in order of seniority to provide one (1) or two (2) weeks off during prime time vacation. If any prime time vacation remains the employer will return to the top of the seniority list.

At the conclusion of the above process each Manager shall post the approved schedule no later than April 30th.

Vacation requests submitted after March 15th, for prime vacation, each year shall be considered on a first come first serve basis.

Any other vacation requests shall be responded to promptly by the Employer, such response shall be acknowledged and provided within ten (10) days of date of the request.

L19.05 Vacation Bank

On July 1st of each year, no employee may carry over more than ten (10) days vacation in excess of their annual vacation entitlement. The vacation year shall be July 1st to June 30th.

ARTICLE L21 – MODIFIED WORK

The Hospital will notify the Union if there is requirement to accommodate a non-bargaining unit employee(s) into an OPSEU bargaining unit position(s). Non-bargaining unit positions shall not directly cause or result in the layoff, loss of seniority or service or reduction in benefits to members in the bargaining unit. Updates will be provided by the Hospital at the Labour Management Committee.

ARTICLE L29 – MODEL SCHEDULING AGREEMENTS AND PRE-PAID LEAVE

L29.03 Job Sharing Arrangement

The parties mutually agree to implement job sharing where it is operationally feasible. The Hospital shall not arbitrarily or unreasonably refuse to implement job sharing.

The owner of the full-time position will be identified in the job sharing agreement. The total hours of a job share position shall be equal to one (1) full-time position. The division of hours will be shared between the two (2) job sharers partners.

- a) Job sharers shall be offered additional shifts only if they have made their availability known. It is understood that a job share partner may only make themselves available on shifts when their partner is not scheduled and where such shift would not result in premium payment. If offered a short call shift on the same or overlapping shift that their partner is scheduled to work they may accept the shift after it is apparent that they are not required to cover their partners shift. It is also understood that job sharers will only be offered additional shifts after regular part time employees in the Classification and before casuals.
- b) Each job share partner may exchange shifts with his/her partner, as well as with other employees in the same classification on the unit as approved by the Manager.

- c) The job sharers will determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time incumbent would be required to work. Each partner must work 50% of paid holidays where operationally required.
- d) It is expected that both the job sharers will cover each other's incidental illnesses and vacation.
- e) In the event that one of the members of the job-sharing arrangement goes on a leave of absence exceeding six (6) weeks, the remaining partner has the option of covering all of the absent partners shifts for the duration of the absence. If the employee is unable to cover the leave of absence they must inform the manager of their intentions at least four (4) weeks prior to the absence commencing.
- f) If one of the job share partners leaves the job share position, the vacant half of the job share position shall be posted. If there are no successful applicants to the vacant job share, then the shared position shall revert to a full-time positions. The remaining job share partner shall have the option of continuing as a full-time position or reverting to a part-time position in the department should a position be available.
- g) Either party may discontinue the job share arrangement with ninety (90) days' notice to the other party. Upon receipt of such notice, a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. Upon discontinuation, the owner of the job share line shall retain the full-time line. The secondary job share partner shall be placed as part-time status provided there is a vacancy and will not result in a lay-off.

ARTICLE L34 – MISCELLANEOUS

L34.01 Address Change

It shall be the duty of the employee to notify the Hospital promptly of any change of address. If an employee fails to do this, the Hospital will not be responsible for failure of a notice sent by registered mail to reach such employee or the resulting consequences of failing to maintain contact with the Employer.

L34.02 Proof of Registration

Employees who have been hired with a condition of employment to have a Certificate of Registration, including any statutory requirement, are required to present to the Manager or designate evidence that her or his Certificate of Registration is in good standing and is currently in effect. Proof of Registration

is due in accordance with the dates established by the Colleges or Professional Association.

L34.05 Errors in Pay

Shortages in an employee's pay will be rectified upon the following conditions:

- a) If the shortage occurs as a result of an employee's action or inaction, it will be corrected on the next standard payroll.
- b) If the shortage occurs as the result of the Hospital's error, it will be corrected by a second deposit to cover the shortage. In the event a deposit is requested by the employee, it will be issued within two (2) payroll department working days.

In reference to the above points, all errors must be reported by the employee directly to the payroll department.

L34.06 Bulletin Boards

The Hospital shall provide bulletin board space for the use of the Union. Where existing bulletin boards are secure, a key shall be provided to the local Union designated representative. Any notices to be posted by the Union shall be provided in advance to the **Manager** of Human Resources **or designate**. All Union postings shall be marked with an OPSEU logo. Union postings shall comply with Hospital values and policies. **Should Human** Resources need to remove an unauthorized posting the Union will be notified in advance of the reason.

L34.07 Events

The union may hold meetings and union sponsored events on hospital property, with prior approval from the hospital, which will not be unreasonably denied.

Dated this _____ day of _____, 20__.

FOR THE UNION

FOR THE HOSPITAL

LOCAL WAGE APPENDIX – HOURLY RATES

April 1, 2019 – March 31, 2022

Settlement

April 1, 2019 - 1.75%

April 1, 2020 - 1.75%

April 1, 2021 - 1.75%

Charge				
Medical Laboratory Technologist				
Medical Radiation Technologist, Biomedical Technologist				

	1-Apr-18	1-Apr-19	1-Apr-20	1-Apr-21
Start	37.96	38.62	39.30	39.99
1 yr	39.46	40.15	40.85	41.57
2 yr	40.98	41.70	42.43	43.17
3 yr	42.49	43.23	43.99	44.76
4 yr	44.02	44.79	45.57	46.37
5 yr	45.49	46.29	47.10	47.92
6 yr	47.04	47.86	48.70	49.55

Charge				
Ultrasound Technologist, Echocardiographer,				
MRI Technologist, Respiratory Therapist				

	1-Apr-18	1-Apr-19	1-Apr-20	1-Apr-21
Start	37.96	38.62	39.30	39.99
1 yr	39.46	40.15	40.85	41.57
2 yr	40.98	41.70	42.43	43.17
3 yr	42.49	43.23	43.99	44.76
4 yr	44.02	44.79	45.57	46.37
5 yr	45.49	46.29	47.10	47.92
6 yr	48.45	49.30	50.16	51.04

Senior				
Medical Laboratory Technologist				
Medical Radiation Technologist, Biomedical Technologist				

	1-Apr-18	1-Apr-19	1-Apr-20	1-Apr-21
Start	35.91	36.54	37.18	37.83
1 yr	37.34	37.99	38.66	39.33
2 yr	38.80	39.48	40.17	40.87
3 yr	40.19	40.89	41.61	42.34
4 yr	41.66	42.39	43.13	43.89
5 yr	43.05	43.80	44.57	45.35
6 yr	44.51	45.29	46.08	46.89

Senior				
Ultrasound Technologist, Echocardiographer,				
MRI Technologist, Respiratory Therapist				

	1-Apr-18	1-Apr-19	1-Apr-20	1-Apr-21
Start	35.91	36.54	37.18	37.83
1 yr	37.34	37.99	38.66	39.33
2 yr	38.80	39.48	40.17	40.87
3 yr	40.19	40.89	41.61	42.34
4 yr	41.66	42.39	43.13	43.89
5 yr	43.05	43.80	44.57	45.35
6 yr	45.84	46.64	47.46	48.29

Medical Laboratory Technologist				
Medical Radiation Technologist, Biomedical Technologist				

	1-Apr-18	1-Apr-19	1-Apr-20	1-Apr-21
Start	31.32	31.87	32.43	32.99
1 yr	32.53	33.10	33.68	34.27
2 yr	33.89	34.48	35.09	35.70
3 yr	35.24	35.86	36.48	37.12
4 yr	36.59	37.23	37.88	38.54
5 yr	37.93	38.59	39.27	39.96
6 yr	39.28	39.97	40.67	41.38
7 yr	40.62	41.33	42.05	42.79
8 yr	41.98	42.71	43.46	44.22

Ultrasound Technologist, Echocardiographer,				
MRI Technologist, Respiratory Therapist				

	1-Apr-18	1-Apr-19	1-Apr-20	1-Apr-21
Start	31.32	31.87	32.43	32.99
1 yr	32.53	33.10	33.68	34.27
2 yr	33.89	34.48	35.09	35.70
3 yr	35.24	35.86	36.48	37.12
4 yr	36.59	37.23	37.88	38.54
5 yr	37.93	38.59	39.27	39.96
6 yr	39.28	39.97	40.67	41.38
7 yr	40.62	41.33	42.05	42.79
8 yr	43.25	44.01	44.78	45.56

Occupational Therapist, Physiotherapist

	1-Apr-18	1-Apr-19	1-Apr-20	1-Apr-21
Start	33.01	33.59	34.18	34.77
1 yr	35.29	35.91	36.54	37.18
2 yr	37.58	38.24	38.91	39.59
3 yr	39.87	40.57	41.28	42.00
4 yr	42.14	42.88	43.63	44.39
5 yr	45.76	46.56	47.38	48.20

Audiologist, Psychometrist, MSW, Speech Pathologist

	1-Apr-18	1-Apr-19	1-Apr-20	1-Apr-21
Start	37.97	38.63	39.31	40.00
1 yr	40.04	40.74	41.45	42.18
2 yr	42.12	42.86	43.61	44.37
3 yr	44.21	44.98	45.77	46.57
4 yr	46.29	47.10	47.92	48.76
5 yr	48.38	49.23	50.09	50.96

Technician 3 – Non-Certified EEG/EMG/ENG/ECHO Technician, ECG Technician, Lab Assistant, Morgue Attendant/Technician, Pharmacy Technician/Assistant

	1-Apr-18	1-Apr-19	1-Apr-20	1-Apr-21
Start	25.92	26.37	26.84	27.30
1 yr	26.93	27.40	27.88	28.37
2 yr	27.90	28.39	28.89	29.39
3 yr	28.89	29.40	29.91	30.43
4 yr	29.88	30.40	30.93	31.48

Technician 4 – Non-Registered Technologist, Audio-Visual Technician, Dental Technician/Assistant, Technician (Cardio-Pulmonary, Audiology, Ophthalmic, Orthopaedic, Doppler Flow, Retinal Photographer)

	1-Apr-18	1-Apr-19	1-Apr-20	1-Apr-21
Start	28.85	29.35	29.87	30.39
1 yr	29.93	30.45	30.99	31.53
2 yr	31.02	31.56	32.12	32.68
3 yr	32.15	32.71	33.29	33.87
4 yr	33.22	33.80	34.39	34.99

Dietitian, BSW, Kinesiologist

	1-Apr-18	1-Apr-19	1-Apr-20	1-Apr-21
Start	33.29	33.87	34.47	35.07
1 yr	35.10	35.71	36.34	36.98
2 yr	36.94	37.59	38.24	38.91
3 yr	38.77	39.45	40.14	40.84
4 yr	40.59	41.30	42.02	42.76
5 yr	42.41	43.15	43.91	44.68

Technician 2 – Phlebotomist, Medical Records Technician, Orthotic/Prosthetic Technician, Media Maker, OR Technician, OT/PT Aide

	1-Apr-18	1-Apr-19	1-Apr-20	1-Apr-21
Start	24.28	24.70	25.14	25.58
1 yr	25.19	25.63	26.08	26.54
2 yr	26.11	26.57	27.03	27.50
3 yr	27.03	27.50	27.98	28.47
4 yr	27.95	28.44	28.94	29.44

SUPERIOR CONDITIONS APPENDIX

1. Termination age at 71 active/65 retired
2. No annual deductible
3. No mandatory drug substitution
4. Dental – 100% for basic restorative and endo/perio services and one dental recall every six (6) Months.
5. Foot Orthotics/Orthopaedic shoes - \$150/calendar year combined
6. Convalescent Care - \$10/day to 120 days/disability
7. Private Duty Nursing – RN only – limited to 90, 8 hour shifts per calendar year
8. Psychologist - \$35 first visit, \$20/hour, \$200/calendar year, no referral
9. Speech Therapist - \$200/year, no referral
10. Early Retiree Benefits

LETTER OF UNDERSTANDING #1

Between:

The Ontario Public Service Employees Union and its Local 383
(hereinafter referred to as the "Union")

-and-

Orillia Soldiers' Memorial Hospital
(hereinafter referred to as the "Employer")

Re: Dialysis Technologist

The Parties are committed to the Health and Safety of all employees. In support of this shared commitment, the Parties agree to meet within ninety (90) days of the signing of the collective agreement to discuss unique matters related to the role of Dialysis Technologists.

The composition of the committee shall be made up of two representatives from each party to be selected by the parties. Each party shall be entitled to the assistance of additional resources, if necessary.

Any representatives attending such meetings during their regularly scheduled hours of work shall not lose regular earnings for their time spent in attending the meetings.

Dated this _____ day of _____, 20__.

FOR THE UNION

FOR THE HOSPITAL

LETTER OF UNDERSTANDING #2

Between:

The Ontario Public Service Employees Union and its Local 383
(hereinafter referred to as the "Union")

-and-

Orillia Soldiers' Memorial Hospital
(hereinafter referred to as the "Employer")

Re: Article 26 – Superior Benefits

Without prejudice and precedent to the parties signing the collective agreement August 9, 2012 through March 31, 2014, on February 1, 2013, the parties recognize that subject to Article 26 Superior Benefits contained therein, the parties will negotiate Article 15.03 and Article 20 in local bargaining.

Dated this _____ day of _____, 20____.

FOR THE UNION

FOR THE HOSPITAL

LETTER OF UNDERSTANDING #3

Between:

The Ontario Public Service Employees Union and its Local 383
(hereinafter referred to as the "Union")

-and-

Orillia Soldiers' Memorial Hospital
(hereinafter referred to as the "Employer")

Re: Central Bargaining & Pay Equity

Whereas there is a shared interest on the part of the Hospital and the Union to join the Central Bargaining process, and

Whereas the parties understand that in joining the Central Bargaining Process they agree to join the Central Pay Equity process.

The parties hereby agree as follows:

1. The parties will participate in the next round of Central Bargaining and Pay Equity, commencing with the agreement to be negotiated effective April 1, 2014, and adopt all of the central provisions.
2. The Letter of Understanding will be attached to and form part of the local Collective Agreement and as such is subject to the grievance and arbitration process.
3. This Letter of Understanding will survive the signing of any renewal collective agreement and the superior benefits to be identified in accordance with Article 26 in Appendix A, following first collective agreement interest arbitration, will be maintained until such time as the central provisions match or surpass them.

Dated this _____ day of _____, 20__.

FOR THE UNION

FOR THE HOSPITAL

LETTER OF UNDERSTANDING #4

Between:

The Ontario Public Service Employees Union and its Local 383
(hereinafter referred to as the "Union")

and-

Orillia Soldiers' Memorial Hospital
(hereinafter referred to as the "Employer")

Re: Superior Conditions

Whereas there is a shared interest on the part of the Hospital and the Union to join the Central Bargaining process;

The parties hereby agree as follows:

1. The renewal of the Collective Agreement that expires on March 31, 2016 will adopt all of the central provisions, with the exception of the agreed upon superior conditions as described in Superior Conditions Appendix.
2. Notwithstanding the provision of Article 26 of the current central provisions, the parties agree that as condition of joining central bargaining all of the existing Collective Agreement provisions that provide an entitlement or benefit to employees that are superior to the central language will be maintained. Those superior provisions from Article 20 are set out in the attached Superior Conditions Appendix. In addition, the Hospital will not attempt to bargain any reductions in the identified superior conditions in the next round.
3. The Collective Agreement that covers the period commencing April 1, 2016 will be modified as necessary to maintain the superior conditions.
4. This Letter of Understanding will be attached to and form part of the Collective Agreement and as such is subject to the grievance and arbitration process.
5. This Letter of Understanding will survive the signing of any renewal collective agreement and the identified superior conditions will be maintained until such time as the central provisions match or surpass them.
6. Each party will ratify this Letter of Understanding within 90 days of signing.

Dated this _____ day of _____, 20__.

FOR THE UNION

FOR THE HOSPITAL

LETTER OF UNDERSTANDING #5

Between:

The Ontario Public Service Employees Union and its Local 383
(hereinafter referred to as the "Union")

and-

Orillia Soldiers' Memorial Hospital
(hereinafter referred to as the "Employer")

Re: At Home Coding Services

This Letter of Understanding forms an Agreement between the parties herein, and shall apply to the employees described in Article 1 of the Letter of Understanding, below.

Article 1 - Work Unit and Employees Covered

The parties recognize that Orillia Soldiers' Memorial Hospital @ Home Coding service commenced in the fall of 2013. It is a model which allows the Health Information Professionals who code scanned/electronic patient records to work off-site.

The employee understands that this is a voluntary work arrangement. The employee may be required to return on site periodically at the discretion of management.

Article 2 - Hours of Work

Regular working hours are generally between 8:30 a.m. to 4:30 p.m. Monday to Friday. Breaks should be taken as per the collective agreement. The scheduling of staff and the use of flex time is as per current practice.

Article 3 – Productivity

The coder is responsible to enter their workload on a daily basis in the online Health Information Management workload tool as per current practice.

Productivity expectations are outlined in an on-line guide collectively maintained by Health Records Management and coding staff. A regular review of the productivity expectations or requirements will occur when there are changes in technology, processes or data collection.

It is understood that the Productivity Guide may need to be revised due to changes identified.

The expectation is for coding staff to maintain the productivity expectations with the goal of completing coding sectors within 30 days turnaround.

If a coder is not meeting the productivity expectation, then they may be required to work on site, until such time as they are able to meet expectations

Article 4 – Additional Hours of Work

Any employee directed by the Employer to provide additional hours will be paid one and one half (1 1/2) times their regular salary for all hours worked.

Article 5 – Technology, Equipment, Materials and Supports

Notwithstanding Article 6, the Hospital will provide all equipment, supplies, hardware, software, (including anti-virus) maintenance and support required by the Health Information Professional to perform the required duties of the position.

Employees shall be reimbursed for all manager pre-approved supplies purchased by coding staff that are not available via the purchasing department at the Hospital.

The Hospital will provide software updates via remote access whenever possible.

The Hospital will inspect, repair, or replace their equipment as necessary at a mutually agreed time. It is understood that the Hospital will discuss arrangements for the repair and return of equipment with the affected employee.

All equipment, office furniture, assets and supplies provided by the hospital shall remain the property of the employer and must be returned should employment or the @HOME agreement terminate. The employee will be responsible for the replacement value of those assets that cannot be accounted for. Equipment and supplies provided by the employer are to be used only for the purpose of carrying out the Employer's work – employer owned equipment shall not be used for personal use.

Article 6 – Employees working at a distance

For employees working at a distance which is not feasible to allow them to bring their equipment to the Hospital for repair, the employee will be required to purchase their own equipment, (i.e., PC, (including anti-virus), 2 monitors, warranty and have their PC set up by a computer technician from the place of purchase). A warranty is required as maintenance and support will not be able to be provided by OSMH IT services due to the inability to transport the equipment to the hospital.

The employee is required to consult with OSMH IT services prior to the purchase, to obtain any required computer specifications.

Upon presentation of the purchase receipt, the employee will be reimbursed for the cost of the equipment either at the cost incurred or at the existing rate that the hospital would purchase the equipment (whichever is lower). The employee will also be reimbursed for the set up fee, recycling fee, and warranty cost.

Where possible, the employee should purchase a warranty that will cover the equipment for a period of 5 years.

Approximately every 5 years the employee is eligible to be reimbursed for the purchase of new equipment if deemed necessary. This is the hospital's standard time to "evergreen" equipment.

If the equipment requires inspection or repair, the employee will be required to follow the repair process from the vendor where the equipment was purchased. It is understood that the Hospital will not be responsible for the repair of equipment not purchased by the hospital.

Article 7 – Internet costs

The Hospital will reimburse the employee for costs incurred for high speed internet used for hospital purposes. This payment will be made upon production of receipts. The hospital is not responsible for covering the cost of other personal internet use. Cost recovery is directly proportionate to the number of worked shifts that the employee is working at home using the following calculation:

Up to 5 worked shifts during the month = 25% of invoice reimbursed

Between 6 to 10 worked shifts during the month = 50% of invoice reimbursed

Between 11 to 15 worked shifts during the month = 75% of invoice reimbursed

Greater than 15 worked shifts during the month = 100% of invoice reimbursed.

This reimbursement will be up to a maximum amount of seventy-five dollars (\$75.00) per billing period.

If an employee works for multiple organizations and is reimbursed for internet costs by both, then the total reimbursement must not exceed the internet invoice amount.

Article 8 - Computer, Equipment, or Connection Downtime

For both unexpected and scheduled downtime, the hospital will make every effort to notify staff. In some cases, the coding staff will report when there are issues as the hospital may not be aware.

In rare cases where unexpected downtime or equipment failure exceeds 60min and the employee cannot come to a viable solution that allows them to finish their shift in the calendar day, the employee will contact management to discuss options that will accommodate both parties (i.e. utilizing flex time over a period of days, using other time off, or coming on site to complete other duties as required).

When an individual coder is experiencing internet connection issues with their personal internet provider/connection, they have the responsibility of adjusting their work day to accommodate so that they work the full shift/change their work day/use vacation/or at the discretion of management come on site to complete the work hours.

Article 9 – Confidentiality,

The employee is responsible for designating a secure work space that meets departmental and ergonomic requirements.

The employee will ensure that any hospital confidential information is not viewed by anyone other than OSMH authorized personnel.

They will limit the printing of any reports and access the information as much as possible on line. Should the employee print any information, then it must be shredded at the employee's expense.

Article 10 - Work area, Home Renovations

The employee has the option of relocating all or part of their OSMH owned workstation (desk, chair, accessories, etc.) to their home. The employer will assess and make any necessary ergonomic adjustments to workstations, equipment and/or accessories prior to it being moved to an employee's home.

An employee may choose to purchase all or part of their own workstation, equipment, etc. that is more suitable for their @ home work space. The employee will be responsible for the costs of their purchases, as well as any home renovations that may be required for a home office, including physical installation of phone lines, internet connections and electrical upgrades.

New employees who have never worked on site at the hospital, will be responsible for supplying their own ergonomic workstation, equipment, etc..

This does not prohibit the employer from considering or supplying any employee with equipment or accessories deemed necessary.

Article 11 – Occupational Health and Safety

The employee agrees to maintain a designated and dedicated work space that meets occupational safety standards for the home office and office ergonomics.

The employee is responsible to work in an ergonomic position and agrees to follow safe work practices at their @HOME workstation.

The employee agrees to promptly report all work-related accidents to their immediate supervisor and to make his/her home available for an accident investigation, if necessary.

The Employer will not be responsible for any non-work related injuries that may occur at home. Compensation will be limited to the approved telework times only and will be limited to designated workspace.

Article 12- Travel expenses

The employee is responsible for any costs associated with travel to and from the OSMH office. Any travel time to and from the Hospital will not be considered paid work time.

Article 13 - Notice of Termination of temporary @HOME arrangement

If it is apparent that the overall arrangement of @HOME coding is negatively affecting the productivity, costs or operational needs of the department, the Hospital will advise the union and the agreement will cease and @ HOME coding staff will relocate to OSMH.

If an individual coder is not meeting the productivity expectation, then they may be required to work on site, until such time as they are able to meet expectations. If this occurs then this LOU will no longer apply for that individual for the period of the time when the employee works on site.

Article 14 - Dependent care

The Employee must ensure that **dependent** care arrangements are in place and that personal responsibilities are managed in a way which allows them to successfully meet their job responsibilities.

Article 15 - Other

It is understood that where this Agreement is silent, the main body of the Collective Agreement shall apply as well as any current applicable practice.

This Letter of Understanding shall be reviewed at the time of Local Collective Agreement negotiations or when deemed necessary by either party.

Signed at Orillia, this _____ day of _____, 20____.

FOR THE UNION

FOR THE HOSPITAL

LETTER OF UNDERSTANDING #6

Between:

The Ontario Public Service Employees Union and its Local 383
(hereinafter referred to as the "Union")

-and-

Orillia Soldiers' Memorial Hospital
(hereinafter referred to as the "Employer")

Re: Multi-Site Work

Where a Social Worker in the Regional Kidney Care Program is assigned to report to work at an alternate work location, the following will apply:

a) For 2017, if their total return travel distance (from the employee's designated home work site to the destination site and back) is a least 100 km, the employee will be paid at straight time (those straight time hours will not contribute to the total of straight time hours for overtime entitlement) as follows:

- i) Alliston: 1.5 hours per return trip;
- ii) Penetanguishene: 1 hour per return trip;
- iii) Collingwood: 1.5 hours per return trip;
- iv) for any other work site: 1 hour per return trip.

b) For 2018 and thereafter, the above will apply, save that for all such multi-site travel, the maximum payment will be 1 hour per return trip.

c) The above provisions do not apply for travel to and from work at the employee's designated home work site.

Dated this _____ day of _____, 20__.

FOR THE UNION

FOR THE HOSPITAL

LETTER OF UNDERSTANDING #7

Between:

The Ontario Public Service Employees Union and its Local 383
(hereinafter referred to as the "Union")

-and-

Orillia Soldiers' Memorial Hospital
(hereinafter referred to as the "Employer")

Re: Scheduling Sub-Committee

If a scheduling issue is raised at the Labour-Management meeting, the parties will consider whether to establish an ad hoc scheduling sub-committee of two Union and two Management members from the department concerned, with the Union's Staff Representative and a Hospital representative, to endeavour to resolve the issue.

Any employee attending the scheduling sub-committee will be paid at the straight time rate.

Dated this _____ day of _____, 20____.

FOR THE UNION

FOR THE HOSPITAL

LETTER OF UNDERSTANDING #8

Between:

The Ontario Public Service Employees Union and its Local 383
(hereinafter referred to as the "Union")

-and-

Orillia Soldiers' Memorial Hospital
(hereinafter referred to as the "Employer")

RE: Part-Time Shift Commitment, Shift Distribution and Staffing Guidelines

The parties agree that a system of distributing additional part-time shifts, in accordance with the protocol listed below, will be implemented for the duration of this Local Collective Agreement.

The Hospital will endeavor to schedule part-time employees whenever possible, over the duration of the posted schedule. No consecutive two (2) week period on any posted schedule shall exceed 78.75 hours. This shall not incur overtime.

When regular part-time employees on the unit have been given the opportunity to work up to their commitment, the Hospital will assign additional shifts based on availability by seniority on a rotational basis, with skills and competency as a priority as determined by the Hospital.

This article will be subject to the exigencies of patient care and the Hospitals ability to cover all modalities.

Regular part-time employees must submit their availability in the prescribed manner and must be available for prescheduled work on a predetermined basis as follows:

- To be available to work if required fifty-two (52) weeks per year minus their individual vacation entitlement and any approved leave of absence;
- To be available for work on a predetermined basis for at least forty-five (45) hours or four (4) extended tours per pay period;
- To regularly rotate on at least two (2) shifts where rotation is required;
- To be available to work either Christmas (December 24th, 25th and 26th) or New Year's (December 31st and January 1st) each year, on an alternating basis; or on another mutually agreeable arrangement;
- To be available if required to work fifty percent (50%) of the remaining paid holidays except when the unit/department does not work paid holidays;
- To be available to work at least one (1) weekend in a three (3) week period;
- To provide and update their availability with the Staffing Office two (2) weeks prior to schedule being posted;

- Those who do not provide availability may not be assigned with scheduled shifts.

Casual employees will provide monthly availability and be scheduled in order to maintain their competency. Casual employees may be scheduled occasionally when there are no full-time or part-time available and for clarity, casual will not be included on a Master rotation. Casual employees must submit availability to Staffing Office two (2) weeks prior to the schedule being posted and must keep their availability current for the duration of the posted schedule.

In the event that a shift becomes available the following process shall apply:

- a) When regular part-time employees have been scheduled to their commitment as defined in Local Provisions Article 16.01 (b) the Hospital will offer available shifts to regular part-time employees provided that such assignment does not create an overtime situation with skills and competency as a priority, subject to the following conditions:
 - i.) All regular part-time employees who wish to be considered for additional shifts must indicate their availability in the manner prescribed by the Hospital.
 - ii.) A Shift will be deemed to have been offered whenever a call/text is placed; employees will be given the opportunity to select their preference between a call and a text message.
 - iii.) It is understood that the Hospital will not be required to offer shifts which would result in overtime premium pay.
 - iv.) When a regular part-time employee accepts an additional shift, they must report for that shift unless alternate arrangements satisfactory to the Hospital are made.
 - v.) Employees in a part-time job share role will not be offered shifts that fall at the same time as shifts on their job share line until all other non-premium pay options have been considered.

b) The call in order in a department shall be as follows on a rotational basis:

- 1) Regular Part-Time
- 2) Job Share provided that the conditions in (a) do not apply.
- 3) Reduced full time (unless they are being accommodated)
- 4) Casual Staff

For clarity this process will apply to all employees.

- c) In following the order as outlined in (b) the following timelines will be adhered to when a shift is offered:

- i.) When the shift offered is scheduled to commence within the next twelve (12) hours a mass message or text will be sent out and the first response will be awarded the shift.
 - ii.) When the shift offered is scheduled to commence between twelve (12) and twenty-four (24) hours, forty (40) minutes will be given prior to the next call/text message is made/sent.
 - iii.) When the shift offered is scheduled to commence within the next forty-eight (48) hours, one (1) hour will be given prior to the next call/text message is made/sent.
 - iv.) When the shift offered is scheduled to commence between forty (48) and ninety six (96) hours, the wait time before the next call/text message will be three (3) hours.
 - v.) When the shift offered is scheduled to commence beyond the ninety-six (96) hours or longer the wait time before the next call/text message will be twelve (12) hours.
- d) Should the Hospital offer a shift at overtime, full-time employees shall be offered first with skills and competency as a priority on a rotational basis, after which time then part-time shall be offered the shift on a rotational basis.

Dated this _____ day of _____, 20____.

FOR THE UNION

FOR THE HOSPITAL

MODEL AGREEMENT WITH RESPECT TO INNOVATIVE SCHEDULING/FLEXIBLE SCHEDULING

MEMORANDUM OF AGREEMENT

Between:

Orillia Soldiers' Memorial Hospital
(hereinafter referred to as the "Employer")

-and-

The Ontario Public Service Employees Union and its Local 383
(hereinafter referred to as the "Union")

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

Article 1 – Work Unit and Employees Covered

All full-time and part-time Rehabilitation Staff (OT, PT, OTA/PTA, SLP and CDA) reporting to the Rehabilitation Manager whose hours of work are outside a normal working day due to the nature of the client needs and operation needs of the department in providing service for clients.

Article 2 – Hours of Work

The normal daily tours shall be seven and one half (7.5) consecutive hours exclusive of a one half hour (0.5) unpaid meal break. Breaks should be taken as per the collective agreement. However, where applicable, the work day may be flexible in length with the hours of work to be established by mutual consent between the employee and the supervisor taking into account the operational needs of the Hospital.

Article 3 – Agreed Variation From the Collective Agreement

Employees governed by this agreement will be provided the opportunity to flex their time as per current practice within the organization. This practice will be subject to the following criteria:

- a) The use of flex-time shall not result in the payment of any premium of overtime as outlined in Article 17: Premium Payment.
- b) Flex-time must be balanced within four (4) weeks of utilization and is subject to the conditions of Article 16: Hours of Work and Overtime.

- c) Management or designate approval is required prior to making a change to the employees' regular schedule through the use of flex-time. Such approval shall not be unreasonably withheld. Flex-time requests shall be submitted to the manager or designate via email. Manager/designate will respond to the employee via email in a reasonable time frame with approval or denial of the flex-time.
- d) Employees will schedule their working hours for the benefit of the clients and the department. Individuals will collaborate to ensure adequate work coverage as well as support for each other.
- e) In the event an employee is required to work longer than a seven and one half (7.5) hours tour during a weekend shift, for the benefit of or safety of a patient, that employee will communicate by email to the manager. Follow-up will occur upon return to work to discuss flex-time utilization.
- f) It is understood that flex-time is voluntary and not mandatory and in no way eliminates an individual's right to request overtime when necessary or to bank time worked in excess of regular hours or missed breaks as per the Collective Agreement.

Article 4 – Rest Periods

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

Article 5 – Meal Periods

5.01 Employees shall be entitled, subject to the exigencies of patient care, to relief periods during the shift on the basis of thirty (30) minutes for each 7.5 hours worked.

Article 6 – Local Provisions

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

Term

This Agreement shall be in effect for the duration of this collective agreement. Either party may, on written notice of ninety (90) days to the other party, terminate this Agreement notwithstanding the above specified term.

Dated this _____ day of _____, 20__.

FOR THE UNION

FOR THE HOSPITAL

MODEL AGREEMENT WITH RESPECT TO EXTENDED TOUR ARRANGEMENTS

MEMORANDUM OF AGREEMENT

Between:

Orillia Soldiers' Memorial Hospital
(hereinafter referred to as the "Employer")

-and-

The Ontario Public Service Employees Union and its Local 383
(hereinafter referred to as the "Union")

Re: Paramedical Scheduling Agreement

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

Article 1 Work Unit and Employees Covered

The Parties agree to accept the Master Schedule in order to provide a variety of shift schedules to meet the operational needs of the Unit, the Hospital and the Employees. The master schedule may contain a mixture of eight (8), ten (10), and twelve (12) hour shifts. The eight (8) hour shifts are covered under the current language in the Collective Agreement. This agreement applies to those employees who have extended tour arrangements and/or mixtures of eight (8), ten (10) and twelve (12) hour schedule arrangements.

Article 2 – Hours of Work

- 2.1 The normal or standard extended work day shall be 10 hours (9.375) paid or 12 hours (11.25 paid) per shift.
- 2.2 Detailed schedule as per Appendix A attached will apply.
- 2.3 Failure to provide twenty (20) hours between the commencement of an employee's scheduled shift and the commencement of such employee's next scheduled shift shall result in payment of one and one-half (1 1/2) times the employee's regular straight time hourly rate for only those hours which reduce the 12 hour period. Where the 12 hour period is reduced as a result of an approved change of shift(s) requested by the employee's, such premium payment shall not apply.

Article 3 – Overtime

- 3.1 a) Overtime shall be defined as being all hours worked in excess of the normal or standard extended work day, as set out in Article 2.1 of the Model Agreement or in excess of the normal or standard work week as set out in the collective agreement.
- b) A part-time employee will have all hours worked beyond their scheduled shift paid at one and one-half (1.5) times her/his basic rate.
- 3.2 For purposes of overtime the hours of work per week shall be averaged over 2 weeks payrolls cycle.

Change of Schedule

- a) (applicable to full-time employees only)
Where an employee's schedule is changed by the Hospital with less than twenty-four (24) hours' notice, she shall receive time and one half (1 1/2) of her regular straight time hourly rate of all hours worked on her next shift.
- b) (applicable to part-time employees only)
Where a regular part-time employee's schedule is changed by the Hospital with less than twenty-four (24) hours' notice, she shall receive time and one half (1 1/2) of her regular straight time hourly of all hours worked on her next shift.

Article 4 – Rest Periods

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

12 hour tours

- 4.1 Employees shall be entitled, subject to the exigencies of patient care, to relief periods during the shift on the basis three 15 minute paid breaks.

10 hour tours

- 4.2 Employees shall be entitled, subject to the exigencies of patient care, to relief periods during the shift on the basis two 15 minutes paid breaks

Article 5 – Meal Periods

12 hour tours

5.1 The length of the meal period will be 45 minutes of unpaid time

10 hours tours

5.2 The length of the meal period will be 40 minutes of unpaid time

Article 6 Sick Leave and Long-Term Disability (Applicable to Full-Time Employees Only)

6.1 The short-term sick leave plan will provide payment for the number of hours of absence according to the scheduled tour to total hours equivalent to HOODIP 15 calendar weeks. All other provisions of the existing plan shall apply mutatis mutandis.

Article 7 – Paid Holiday (Applicable to Full-Time Employees Only)

7.1 Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times the number of hours for a normal or standard work day as set out in the collective agreement

7.2 An employee required to work on any of the designated holidays listed in the collective agreement shall be paid at the rate of time and one-half (1 1/2) his regular straight time rate of pay for all hours worked on such holiday, as set out in the collective agreement. In addition, he will receive a lieu day off with pay at a mutually agreeable date in the amount of his regular straight time hourly rate of pay time seven and one-half (7 1/2) hours, except in those hospitals which have a standard work day of less than seven and one-half (7 1/2) hours in which case holiday pay will be based on the standard daily hours in the hospital.

Article 8 – Vacation

8.1 (Applicable to full-time only)

Vacation entitlement as set out in the collective agreement will be converted to hours on the basis of the employee's normal work week.

8.2 (Applicable to part-time only)

As set out in the collective agreement.

Article 9

9.1 It is understood that where this Agreement is silent, the main body of the Collective Agreement shall apply.

Article 10 – Termination of Agreement

Either party may, on written notice of 90 days, to the other party, terminate this Agreement notwithstanding the above specified term.

Dated this _____ day of _____, 20____.

FOR THE UNION

FOR THE HOSPITAL
