

Collective Agreement

between

**Ontario Public Service Employees Union
on behalf of its Local 106**

and

**London Health Sciences Centre
University Hospital
Technical Personnel Bargaining Unit**

DURATION: April 1, 2016 to March 31, 2019



London Health Sciences Centre



**Sector 10
1-106-10305-20190331-10**

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.

All local provisions throughout this Collective Agreement are identified by bold and italicized format.

TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE 1 – PURPOSE	1
ARTICLE 2 – DEFINITIONS	2
ARTICLE 3 – NO DISCRIMINATION OR HARASSMENT	4
ARTICLE 4 – NO STRIKE/NO LOCKOUT	5
ARTICLE 5 – UNION SECURITY (Dues Deduction)	5
ARTICLE 6 – REPRESENTATION AND COMMITTEES	6
6.01 <u>Union Stewards</u>	6
6.02 <u>Grievance Committee</u>	6
6.03 (a) <u>Labour-Management Committee</u>	6
(b) <u>Part-Time Utilization Information</u>	7
6.04 (a) <u>Negotiating Committee</u>	7
(b) <u>Pay for Central Negotiating Committee</u>	7
6.05 <u>List of Union Representatives</u>	7
6.06 <u>New Employee Interview</u>	8
6.07 <u>Workload</u>	8
6.08 <u>Professional Responsibility</u>	8
ARTICLE 7 – HEALTH AND SAFETY	9
7.07 <u>Joint Health and Safety Committee</u>	10
7.08 <u>Hepatitis B Vaccine</u>	12
7.09 <u>Influenza Vaccine</u>	13
7.10 <u>Pandemic Planning</u>	13
ARTICLE 8 – GRIEVANCE & ARBITRATION PROCEDURE	14
8.04 <u>Policy Grievance</u>	16
8.05 <u>Group Grievance</u>	16
8.06 <u>Discharge Grievance</u>	16
ARTICLE 9 – LETTERS OF REPRIMAND AND ACCESS TO FILES	19
ARTICLE 10 – SENIORITY AND SERVICE	19
10.01 <u>Probationary Period</u>	19
10.02 <u>Seniority List</u>	20
10.03 <u>Seniority Accumulation</u>	20
10.04 <u>Transfer of Seniority</u>	21
10.05 <u>Effect of Absence</u>	21
10.06 <u>Application of Seniority on Layoff and Recall</u>	22
10.07 <u>Layoff and Recall Rights</u>	23
10.08 <u>Retention & Accumulation of Seniority on Transfer Outside Bargaining Unit</u>	23
10.09 <u>Loss of Service and Seniority</u>	23
ARTICLE 11 – LAYOFF AND RECALL	24
11.02 <u>Short Term Layoff (not greater than 13 weeks)</u>	25

11.03	<u>Long Term Layoff (greater than 13 weeks)</u>	25
11.09	<u>Recall</u>	31
ARTICLE 12 – TECHNOLOGICAL CHANGE		33
ARTICLE 13 – JOB POSTING, PROMOTION AND TRANSFER		34
ARTICLE 14 – LEAVES OF ABSENCE		36
14.01	<u>Personal Leave</u>	37
14.02	<u>Union Business Leave</u>	37
14.03	<u>Bereavement Leave</u>	38
14.04	<u>Jury and Witness Duty</u>	39
14.05	(a) <u>Pregnancy Leave</u>	40
	(b) <u>Parental Leave</u>	41
14.06	<u>Education Leave</u>	43
14.07	<u>Professional College Leave</u>	43
14.08	<u>Military Leave</u>	43
ARTICLE 15 – SICK LEAVE AND LONG-TERM DISABILITY		44
ARTICLE 16 – HOURS OF WORK & OVERTIME		47
16.01	<u>Work Week and Work Day</u>	47
16.02	<u>Rest Periods</u>	48
16.03	<u>Overtime Definition</u>	48
16.04	<u>Overtime/Call Back Accumulation</u>	49
16.05	<u>Missed Meal Breaks</u>	49
ARTICLE 17 – PREMIUM PAYMENTS AND TRANSPORTATION/MEAL ALLOWANCE		52
17.01	<u>Standby</u>	52
17.02	<u>Telephone Consultation</u>	53
17.03	<u>Call Back</u>	53
17.04	<u>Shift Premium</u>	54
17.05	<u>Weekend Premium</u>	54
17.06	<u>Meal Allowance</u>	55
17.07	<u>Transportation Allowance</u>	56
17.08	<u>Responsibility Pay</u>	56
17.09	<u>Time Off Between Shifts</u>	56
17.10	<u>Change of Schedule</u>	56
17.11	<u>No Pyramiding</u>	57
ARTICLE 18 – PAID HOLIDAYS		57
ARTICLE 19 – VACATION		58
ARTICLE 20 – HEALTH AND WELFARE BENEFITS		63
(a)	<u>Semi-Private Hospital Insurance</u>	64
(b)	<u>Extended Health Care</u>	64
(c)	<u>Dental</u>	64
(d)	<u>Group Life Insurance</u>	65
(e)	<u>Same Sex Partner Coverage</u>	65
20.02	<u>Change of Carrier</u>	65
20.03	<u>Pension</u>	65
20.04	<u>Divisible Surplus</u>	65
20.05	<u>Part-Time Benefits</u>	66
20.06	<u>Benefits on Lay-off</u>	66

20.07	<u>Benefits on Sick Leave</u>	66
20.09	<u>Benefits Information</u>	67
20.10	<u>Benefits Age 65 and Older</u>	67
ARTICLE 21 – MODIFIED WORK		67
ARTICLE 22 – CONTRACTING OUT		68
ARTICLE 23 – WORK OF THE BARGAINING UNIT		68
ARTICLE 24 – CONTINUING EDUCATION		68
ARTICLE 25 – COMPENSATION		69
ARTICLE 26 – SUPERIOR BENEFITS		72
ARTICLE 27 – MULTI-SITE ISSUES		74
ARTICLE 28 – JOB REGISTRY		75
ARTICLE 29 – MODEL SCHEDULING AGREEMENTS and PRE-PAID LEAVE		76
29.01	<u>Extended Tours</u>	76
29.02	<u>Innovative/Flexible Scheduling</u>	79
29.03	<u>Job Sharing Arrangements</u>	81
29.04	<u>Pre-Paid Leave</u>	85
ARTICLE 30 – EMERGENCY SITUATIONS – LOCAL CONSULTATION		88
ARTICLE 31 – COST OF PRINTING		89
ARTICLE 32 – DURATION AND RENEWAL		89
ARTICLE 33 – RETROACTIVITY OF WAGES		90
OPSEU CENTRAL WAGE RATES		91
Letter of Understanding #1 – Part-time Voluntary Benefits		97
Letter of Understanding #2 – Integration for the Delivery of Health Services		98
Letter of Understanding #3 – Additional Issues Appropriate for Local Bargaining		101
Letter of Understanding #4 – Communication and Education to OPSEU Representatives Regarding Application of 29.02		102
APPENDIX “A”: Workload Alert Notification		103
APPENDIX “B” – Participating Hospitals		105
Letter of Understanding - Mandatory Training & Authorized in Service Programs		109
Letter of Understanding - Individual Special Circumstances		110
Letter of Understanding - Transfer of Seniority		111
Letter of Understanding - Clinical Perfusion Services Coordinator/Manger		112
Letter of Understanding -		113
Memorandum of Agreement		115
Appendix "C": - Job Titles		117

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 A – SCOPE AND RECOGNITION

A.01 Scope and Recognition

The Employer recognizes the Union as the sole collective bargaining agent of all Technical personnel employed by the London Health Sciences Centre (LHSC), in the City of London at University Campus save and except Bio-medical Technologists, professional medical staff, Graduate Nursing Staff, Undergraduate Nurses, Graduate Pharmacists, Undergraduate Pharmacists, Graduate Dieticians, Student dieticians, Social Workers, Chief Engineer and Assistant Chief Engineer, Residence Director, Supervisors, Foremen, persons above the rank of Supervisor or Foremen, Office and Clerical Staff, Watchmen, Security Guards, Registered Nursing Assistants, Student Registered Nursing Assistants, Graduate and Undergraduate Speech Therapists, Physiotherapists, Occupational Therapists, Psychologists, Psychometrists, Audiologists, staff with Veterinarian degrees, students engaged in a cooperative program between the Employer and a University, College or High School, Pharmacy Technicians and Medication System Technicians and employees in bargaining units for which any trade union held bargaining rights as of May 29, 2012.

- A.02 *An employee who is hired on the condition that they become “registered” or “certified” by the applicable professional association or regulatory body recognized by the Hospital and who fails to obtain such registration or certification by the date of eligibility as per the conditions of the Regulatory Body or Professional Association of such classification, shall be terminated from the employ of the Hospital, and such termination shall not be the subject matter of the grievance or arbitration provisions of this agreement.***

ARTICLE B – MANAGEMENT RIGHTS

B.01 The Union acknowledges that it is the exclusive function of the Employer to:

- (a) Maintain order, discipline, and efficiency, and to establish and enforce reasonable rules and regulations governing the conduct of employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement.***
- (b) Hire, discharge, classify, direct, assign, transfer, promote, demote or discipline employees, provided that a claim of discriminatory promotion, demotion, or transfer, or a claim that an employee within the Bargaining Unit who has completed their probationary period has been discharged or disciplined without reasonable cause may be the subject of a grievance and dealt with in accordance with the grievance procedure.***
- (c) To operate successfully the Hospital as a public institution intended to provide adequate Hospital and clinical services to patients in a manner consistent with the obligation of the Hospital to the general public in the area, which will not be interfered with by this Agreement.***

B.02 It is understood that these provisions will not be exercised in a manner inconsistent with the other provisions of this Agreement.

ARTICLE 2 – DEFINITIONS

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

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:

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

Full-time Employee

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

- 2.03 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.

Part-time Employee

- 2.03 A regular part-time employee is an employee in the bargaining unit who regularly works less than thirty-seven and one-half (37.5) hours per week and makes a commitment to be available for work on a regular pre-determined basis, as required by the Employer.**

- 2.04 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.

Casual Employee

- 2.04 A casual employee is defined as an employee in the bargaining unit whose work is not on a pre-determined basis. Casual employees are not eligible for Layoff and Recall Rights as per Article 11; however, severance and/or notice would apply according to the Employee Standards Act.**

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

- 2.05 A temporary employee is an employee defined in accordance with Article 13.01

Temporary Employee

- 2.05 The parties recognize the right of the Hospital to hire temporary employees. A temporary employee means an employee who is employed for twenty-four (24) hours or more and who is employed for the purpose of replacing employees who are absent from work due to sickness, accident, vacation, leave of absence, maternity leave, adoption leave or who is engaged to perform special projects for up to six (6) months duration.**

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

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

ARTICLE 3 – NO DISCRIMINATION OR HARASSMENT

(The following provisions will appear in all collective agreements replacing any provisions related to No Discrimination or Harassment that existed in the Hospital's collective agreement expiring 2016)

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 her membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising her rights under the Collective Agreement.
- 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)

(The following clause will appear in all collective agreements replacing any provision related to dues deduction that existed in the Hospital's collective agreement expiring 2016)

- 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.
- 5.02 (a) *The employer agrees that for the duration of the Agreement it will not enter into any other agreement or contract with any of the employees in the Bargaining Unit, either individually or collectively which will not conform to the provision of this Agreement.***

ARTICLE 6 – REPRESENTATION AND COMMITTEES

6.01 Union Stewards

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

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

The Hospital agrees to recognize twelve (12) stewards.

6.02 Grievance Committee

The Hospital will recognize a grievance committee comprising of **six (6)** 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.

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 **six (6)** 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 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.
- (b) Upon approval from the Hospital, employees required to wear safety shoes will be reimbursed up to two hundred dollars (\$200.00) every two (2) calendar years (commencing January 1st) upon presenting proof of purchase acceptable to the Hospital to their Manager or designate, indicating that they have purchased the appropriate safety footwear. Employees so designated will wear their safety shoes at all time while on duty.***

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 This section does not apply to a worker;

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

A worker may refuse to work or do particular work where she has reason to believe that;

- (a) any equipment, machine, device or thing the work is to use or operate is likely to endanger himself, herself, or another worker,
- (b) the physical condition of the workplace or the part thereof in which she works or is to work is likely to endanger himself or herself; or
- (c) any equipment, machine, device or thing she is to use or operate or the physical condition of the workplace or the part thereof in which she works or is to work is in contravention of the Occupational Health and Safety Act or the regulations and such contravention is likely to endanger himself, herself or another worker.

7.07 Joint Health and Safety Committee

- (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.

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.

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

- (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, she 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, she may be placed on an unpaid leave of absence during any influenza outbreak in the hospital until such time as the employee is cleared to return to work. If an employee is placed on unpaid leave, she can use banked lieu time or vacation credits in order to keep her pay whole.
- (e) If an employee refuses to take the vaccine because it is medically contraindicated, and where a medical certificate is provided to this effect, she 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 & ARBITRATION PROCEDURE

(The following clauses will appear in all collective agreements replacing any provisions related to Grievance Procedure that existed in the Hospital's collective agreement expiring 2016)

- 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 she has first given her immediate supervisor the opportunity of adjusting her complaint. Such complaint shall be discussed with her 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 her 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 she so desires, by her 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 she could have instituted herself and the regular grievance procedure shall not be thereby bypassed. Where the grievance is a Hospital grievance it shall be filed with the Local Union President or designate.

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 her 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 her probationary period. A claim by an employee who has completed her probationary period that she has been unjustly discharged shall be treated as a grievance. Such grievance shall be submitted through the Local Union, signed by the grievor and the Local Union President, or designate, to the CEO of the Hospital, or designate within seven (7) calendar days after the date the discharge is effected. Such grievance may be settled by:

- (a) confirming the Hospital's action in dismissing the employee, or

- (b) reinstating the employee with or without loss of seniority and with or without full compensation for the time lost, or
 - (c) any other arrangement which may be deemed just and equitable.
- 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 a Chair within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a Chair.
- 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 her 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 her file.

ARTICLE 10 – SENIORITY AND SERVICE

(The following clauses will appear in all collective agreements replacing any provisions related to, Effect of Absence, that existed in the Hospital's collective agreement expiring 2016)

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 her designate, such probationary period may be extended.

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

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.

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

10.03 Seniority Accumulation

- (a) (i) Part-time employees shall have their seniority expressed on the basis of number of hours worked in the bargaining unit. (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 thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks if the employee did not take pregnancy leave.

For the purposes of pregnancy leave and parental leave, seniority accrual shall be determined by multiplying the normal weekly hours times the number of weeks the employee is absent on such leave.

- (iii) 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.

(Article 10.03 (b) is 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.

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.

10.04 Transfer of Seniority

Note: There will be no retroactive monetary adjustment as a result of implementation of this clause. This means that service credits for the purposes of placement on the grid, vacation entitlement and any other service-based benefit will be 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 she is transferred from full-time to part-time or vice versa. An employee whose status is changed from full-time to part-time shall receive credit for her seniority 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 her 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.

NOTE: Article 10.05 applies to full-time employees only.

10.05 Effect of Absence

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

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

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

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

- (ii) Notwithstanding Article 10.05 (a) (i), seniority and service shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave. For parental leave, seniority and service shall accumulate for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks if the employee did not take pregnancy leave.

During the period of an employee's pregnancy and/or parental leave vacation pay will be based on a percentage of her or his gross salary for work performed as set out in Article 19.01

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

- (b) The Hospital agrees to provide, in response to an employee's request, her 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) (i)

10.08 Retention & Accumulation of Seniority on Transfer Outside Bargaining Unit

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

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

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

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 she:

- (a) leaves of her own accord;
- (b) is discharged and the discharge is not reversed through the grievance or arbitration procedure;
- (c) has been laid off without recall pursuant to article 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 her intention to return within five (5) calendar days after she has received the notice of recall mailed by registered mail to the last known address according to the records of the Hospital and fails to report to work within ten (10) calendar days after she has received the notice of recall or such further period of time as may be agreed upon by the parties.

10.10 *A temporary employee shall not be entitled to exercise displacement rights described in the Collective Agreement against a regular employee.*

10.11 *A casual employee shall lose all service and seniority and shall be deemed to have terminated their employment if they cannot be contacted for a period of three (3) week unless the employee has received an approved leave from their immediate Coordinator or Manager (such as vacation or illness).*

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 her 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 her earned vacation credits up to a maximum of the period of the layoff. It is understood that her vacation bank and entitlement will be appropriately reduced for that vacation year; or
- (c) Displace an employee within her classification who has lesser bargaining unit seniority and who is the least senior employee within her classification, if the employee originally subject to layoff can perform the duties of the least senior in her classification in her 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 her 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 her 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:
 - the reason causing the layoff
 - the service the Hospital will undertake after the layoff
 - how the Hospital intends to effect the lay-off, including areas where layoffs will occur, and which employees will be laid off
 - ways the Hospital can assist employees to find alternate employment.
 - ways and means of avoiding or minimizing the impact, including:
 - identifying and reviewing possible alternatives to any action that the Hospital may propose taking;
 - identifying and reviewing ways to address on-the-job retraining needs of employees;
 - identifying vacant positions within the Hospital for which surplus members of the bargaining unit might qualify, or such positions which are currently filled but which are expected to become vacant within a twelve (12) month period.
 - identifying Contracting in opportunities
 - Mapping bumping options for affected employees, to the extent possible.
- (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 her 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 she were at work, and that her 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 her classification, identical paying classification, or lower paying classification in her discipline or department, if the employee originally subject to layoff can perform the duties of the least senior employee within her classification, identical paying classification, or lower paying classification in her 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 her classification, identical paying classification, or lower paying classification in her discipline or department, if the employee originally subject to layoff can perform the duties of the least senior employee in her classification, identical paying classification, or lower paying classification in her discipline or department.
- (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 her classification, identical paying classification, or lower paying classification in her

discipline or department, if the employee originally subject to layoff can perform the duties of the least senior employee in her classification, identical paying classification, or lower paying classification in her discipline or department.

- (g) If the employee cannot displace an employee in her discipline or department, the employee may displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in another department, 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, she shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of sixteen (16) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation will be reimbursed for tuition fees up to a maximum of three thousand (\$3,000.00) dollars. (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, she shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation will be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250.00) dollars. (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 she would have achieved in the lower classification based on her service and experience with the Hospital.

11.09 Recall

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

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

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 her 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, she will retain, but not accumulate her seniority and service held at the time of layoff.

Employees in such assignments will be treated as part-time. Where an employee is recalled pursuant to Article 11.09, she will receive credit for service and seniority for shifts worked under this provision. Any assignments under this provision will be offered on a voluntary basis.

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

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

- (a) illness;
- (b) accident;
- (c) pregnancy and parental leaves of absence;
- (d) leave of absence not expected to exceed twelve (12) months;
- (e) vacation;
- (f) specific tasks not expected to exceed six (6) months;
- (g) 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.

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 her former position. Such employees shall continue to accrue seniority while filling a temporary vacancy.

Employees newly hired to fill such temporary vacancy will not accrue seniority during the filling of such vacancy. 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 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 her 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 her 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 her 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 she shall receive no less an increase in wage rate than the equivalent of one step in the wage rate of her previous classification (provided that she does not exceed the wage rate of the classification to which she has been promoted).

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

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

The Hospital shall consider employees for these opportunities on the basis of skill, ability, relevant qualifications and seniority. Notwithstanding the above, 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.

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, Bereavement Leave, that existed in the Hospital's collective agreement expiring 2016.)

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 her 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 her 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 cumulative total of Local Union leave days shall not be more than sixty (60) days per fiscal year. It is also being understood that requests for such leave are to be submitted in writing to the Director, Employee & Labour Relations or designate at least fourteen (14) days prior to the commencement of the function for which the leave is requested and shall state the particulars thereof.

(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 Hospital agrees to grant one hundred and twenty (120) paid leave days at seven and one-half hours (7.5) each calendar year to the Bargaining Unit President (LHSC) for the purposes of attending meetings with the Hospital to deal with matters of mutual interest and/or as a result of any issues arising between the parties. The Hospital and the Bargaining Unit President will by mutual agreement pre-schedule these shifts each calendar year. It is understood that paid leave covers all the Technical Personnel Unit. For greater clarity, there will be one hundred and twenty (120) paid leave days per calendar year total, regardless of the number of bargaining units.***

14.03 Bereavement Leave

Any employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for up to four (4) consecutive scheduled working days off without loss of regular pay from regularly scheduled hours within 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.

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 her other immediate family.

Immediate family, for the purposes of this Section, shall mean sister, brother, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-law and grandparent of spouse.

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

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

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

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.

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

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

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

(Applicable to full-time employees)

In addition to the foregoing, where an employee is required by subpoena to attend a Court of Law or Coroner's Inquest, in connection with a case arising from the employee's duties at the Hospital, on her regularly scheduled day off or during her regularly scheduled vacation, the Hospital will attempt to reschedule the employee's regular day off or vacation period, it being understood that any rescheduling shall not result in the payment of any premium pay. If the Hospital fails to reschedule such employees, the Hospital shall arrange lieu time off work for all days the employees would otherwise be off work had it not been for the attendance at Court or the Coroner's Inquest.

(Applicable to part-time employees)

In addition to the foregoing, where a part-time employee is required by subpoena to attend a court of law or Coroner's Inquest, in connection with a case arising from the employee's duties at the Hospital, on her regularly scheduled day off, she shall receive regular pay as if she had been scheduled to work 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 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 her regular weekly earnings and the sum of her weekly Employment Insurance pregnancy benefits during her leave and any other earnings. Such payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits, for a maximum period of fifteen (15) weeks for a pregnancy

leave. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

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

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

(iii) Transfer of Pregnant Employees

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

- (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 per cent (84%) of her regular weekly earnings and the sum of her weekly Employment Insurance parental benefits during her leave and any other earnings. Such payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance parental benefits, and shall continue while the employee is in receipt of such benefits, for a maximum period of ten (10) weeks for a parental leave. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the parental leave times her normal weekly hours.

This provision only applies to employees with at least 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.

(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.

- (iv) The employer shall continue to pay the percentage in lieu of benefits 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 Pre-Paid Leave

One (1) employee in departments where there are between one (1) and twenty (20) bargaining unit members, two (2) employees in departments where there are between twenty-one (21) and forty (40) employees, and three (3) employees in departments where there are forty-one (41) or over bargaining unit members.

14.08 Professional College Leave

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

14.09 Military Leave

An employee may be granted unpaid leave without loss of service or seniority for the purpose of fulfilling her 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.

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.

(The following clauses will appear in all collective agreements replacing any provision related to Long-Term Disability that existed in the Hospital's collective agreement expiring 2016.)

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 Worker's 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.

Clarify 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, she shall be entitled to the same pay out provisions as set out in Article 15.07 above, providing she subsequently achieves 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.

15.11 (a) *Employees suffering illness shall notify their Manager or designate representative of the Employer at least one (1) hour prior to the start of their shift or two (2) hours in the case of the afternoon and night shifts, except where failure to do so has been justified to the satisfaction of the Employer.*

(b) *An employee shall in every case establish proof of illness by a qualified medical practitioner where illness is of more than five (5) working days duration.*

(c) *The Employer reserves the right to obtain an opinion regarding an employee's ability or inability to work from the Physician in the Occupational Health Services Department, and the employee agrees to submit to such examination on the understanding that the employee will not be liable to pay any fee for such examination. It is agreed that this opinion will be final, provided that within a period of not more than four (4) days following such examination the employee and/or the Union may make representation for the consideration of the Occupational Health Physician prior to the release of this opinion. It is also agreed that the report of the Occupational Health Physician will be made available to the Union on request, provided that the said Physician so agrees.*

15.12 (a) *The Hospital will provide the Local Bargaining Unit President with a copy of the notification provided to bargaining unit employees regarding their application for the Long Term Disability portion of the 1992 HOODIP plan.*

(b) *Commencing January 2017, on a quarterly basis the Hospital will provide the Local Bargaining Unit President with a list of bargaining unit members who have documented permanent medical restrictions with the Hospital.*

ARTICLE 16 – HOURS OF WORK & 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 (37½) hours, with a normal or standard work day of seven and one-half (7½) hours except in those Hospitals where agreements already provide a standard or normal work week of less than thirty-seven and one-half (37½) hours per week and seven and one-half (7½) hours per day. (Those Hospitals with the lesser required hours shall reflect in the salary rates a pro-rata lesser amount compared with salaries for other Hospitals based on the ratio that the standard or normal hours of work at the Hospital concerned are to thirty-seven and one-half (37½) hours and shall appropriately reflect such hours in this Article).

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

(i) The hours of work per week shall be averaged over four (4) week period. The Hospital will schedule no more than ten (10) consecutive days between time off.

(ii) In each two (2) week period, employees scheduled to work seven and one-half (7.5) hour shifts will work ten (10) days each of not more than seven and one-half (7.5) consecutive hours interrupted by an unpaid meal period of thirty (30) minutes. There shall be four (4) days off in a two (2) week period; scheduled as either one set of four (4) consecutive days or two (2) sets of two (2) consecutive days in each two (2) week period unless altered by mutual consent of the Employer and the majority of employees in a Department or section.

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

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

and one-half (37½) hours and shall appropriately reflect such hours in this article.)

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

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

The hours of work per week shall be averaged over two (2) week period.

- (c) Where the Hospital and the Union agree, subject to the approval of the Ministry of Labour, other arrangements regarding hours of work may be entered into between parties on a local level with respect to hours 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 (1½) times the regular straight time hourly rate of pay.

After the schedule has been posted and should overtime be requested by the Hospital, the shift will be first offered to full-time employees by seniority within the applicable classification and department.

Should overtime continue to be requested by the Hospital, the shift will be offered to regular part-time employee by seniority within the applicable

classification and department prior to a casual employee by seniority within the applicable classification and department.

It is understood that if the overtime being requested is less than four (4) hours commencing after the end of a scheduled shift or prior to the scheduled shift, the Hospital will first approach the employees who are already scheduled on the same day in the same manner outlined above.

Employees who do not wish to be considered for overtime must notify their Manager or designate in writing by March 1st and September 1st each year.

NOTE: Article 16.04 is applicable to full-time employees only.

16.04 Overtime/Call Back Accumulation

Where an employee has worked and accumulated approved overtime hours (other than overtime hours related to paid holidays) or has accumulated hours for Call Back up to a maximum ***of thirty-seven and one-half (37.5) hours***, 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 (1½) times, then time off shall be at one and one-half (1½) times). Where an employee chooses the latter option, such time off must be taken ***no later than March 31st of each year***, 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 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, she will be paid time and one-half (1½) her regular straight time hourly rate for all time worked in excess of her 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, she will be paid her regular straight time hourly rate for all hours worked. Notwithstanding this provision, she will be paid time

and one-half (1½) her regular straight time hourly rate for all time worked in excess of the normal or standard work day.

Meal periods referred to above shall be scheduled as close to the middle of the scheduled work hours as is practicable.

16.06 ***The above provisions shall not be construed as a guarantee of a specific number of hours of work per day or of days per week, nor as a guarantee of working schedules.***

16.07 ***The parties agree that notwithstanding the fact that an employee may have worked in excess of their normal daily shift (whether it be a 7.5 or 8 hour shift or an extended shift) or in excess of the average weekly hours they will not be eligible for overtime where it is a result of changeover to daylight saving from standard time or vice versa.***

Employees are entitled to be paid for the hours actually worked. This means, that an employee normally scheduled to work a 7.5 hour shift, who works only 6.5 hours because of the change to daylight savings time in the spring is paid only 6.5 hours. Similarly an employee normally scheduled to work a 7.5 hour shift who works 8.5 hours because of the change back to the standard time in the fall, is paid 8.5 hours. The extra hour that is to be paid in the fall is not overtime and is paid at the straight time hourly rate.

16.08 ***The employer will post schedules at least twenty-eight (28) days in advance and keep any necessary changes therein to a minimum. The employees affected will be notified when the changes are made.***

16.09 *Part-time and Casual Scheduling*

(a) ***The hours of work for part time employees shall be scheduled by the Hospital but the Hospital does not guarantee any hours of work, in any week, for any part time employee. The Hospital will first schedule part time employees by seniority for known available shifts within their classification and work area or department up to .6 of a full time equivalent. Where part-time employees have not been scheduled up to .6 of a full-time equivalent additional shifts that become available will be scheduled to these employees first based on their seniority and availability.***

(b) (i) ***Part time employees who do not wish to work additional shifts shall notify their Manager or designate in writing by March 1st and September 1st each year. An employee who transfers into the part-***

time status outside the March 1st and September 1st dates must notify their Manager or designate in writing within one (1) week from the date of their acceptance of the offer confirming they do not wish to work additional shifts.

- (ii) In the event a part-time employee's availability changes from above due to an unforeseen circumstance, such employee will notify the Manager or designate of such changes in writing. Such changes will be in effect for the next scheduling period.***
- (iii) Part-time employees who have notified the Hospital that they do not wish to work additional shifts will not be required to except in the event of an emergency.***
- (c) After the schedule has been posted, all additional shifts that become available over the posted period within a given classification and work area or department will be offered to the part time employees in their work area or department on basis of seniority provided such shift does not trigger the overtime provision of the collective agreement and provides such shift does not violate Employment Standards legislation. For clarification, seniority will be based on the posted seniority list.***
 - (i) The Hospital will send one (1) email utilizing the employee's hospital email, listing the additional shifts available to all part-time within the same classification and department/work area.***
 - (ii) Part-time employees have four (4) calendar days from such email to respond by hospital email, indicating the shifts they are available to work.***
 - (iii) Part-time employees will be scheduled on the posted schedule for shifts they have elected to work on the basis of their seniority provided such shift does not trigger overtime provisions of the collective agreement and provided such shift does not violate the Employment Standards Act. For clarification, if the schedule is posted on Friday, and the email outlining additional shifts is sent on the same day, the schedule will be updated and posted no later than Tuesday.***
 - (iv) Further additional shifts that become available will be offered to part-time employees on the basis of seniority within the same classification and department/work area, provided such shift does***

not trigger overtime provisions of the collective agreement and provided such shift does not violate Employment Standards Act. A shift will be deemed offered when a call is placed or text/email is sent to an employee. Where the shift commences greater than seventy-two (72) hours, the Hospital will send one (1) email utilizing the employee's hospital email, listing the additional available to part-time employees within the same classification and department/work area. These employees will be given a minimum of twenty-four (24) hours to respond to the Hospital's notification of such available shift(s).

- (d) (i) Should the shift commence greater than seventy-two (72) hours plus one (1) minute, employees will be scheduled such shift in accordance with this article.***
- (ii) Should the shift commence less than seventy-two (72) hours, employees will be offered such shift in accordance with this article, however such employee will have the option of accepting or declining such offer. If the shift still remains after this process is followed, part-time employees will be offered such shift prior to casual employees provided such shift does not trigger the overtime provisions of the collective agreement and provided such shift does not violate Employment Standards legislation.***
- (e) Part-time employees can request a leave of absence as per the provisions of the collective agreement.***
- (f) Where additional shifts remain in a given classification and work area or department such shifts will be offered to casual employees.***
- (g) An employee who is overlooked in the process outlined above, such employee will be offered the next work opportunity within their classification and department or unit provided such shift does not trigger the overtime provisions of the collective agreement and such shift does not violate the Employment Standards legislation.***

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 stand-by (without returning to the hospital) shall be entitled to a minimum of

15 minutes' pay for a call received between 0700 hours and 2300 hours,
and

30 minutes' pay for a call received between 2300 hours and 0700 hours,

at time and one-half times (1½) her 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.

NOTE: Article 17.03 is applicable to full-time and regular part-time employees only.

17.03 Call Back

An employee who is called to work after leaving the Hospital premises and outside of her regular scheduled hours, shall be paid a minimum of no less than four (4) hours' pay at time and one-half (1½) her regular straight time hourly rate for work performed on each call-back.

In the event that the four (4) hour periods for successive call-backs overlap, however, the employee will not be entitled to more than time and one-half (1½) her regular straight time hourly rate in respect to the period(s) of overlap.

In the event that such four (4) hour period overlaps and extends into her regular shift she will receive the four (4) hour guarantee payment at time and one half (1½) and her regular hourly rate for the remaining hours of her regular shift. The reference to leaving the Hospital premises referred to above will not be applicable where an employee remains in the Hospital on Standby arrangement with the Hospital.

NOTE: Applicable to part-time employees only.

For purposes of clarification, Article 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

Effective June 30, 2016 an employee shall be paid a shift premium of one dollar and ninety cents (\$1.90) per hour for each hour worked which falls within the normal hours of the evening shift and two dollar and thirty cents (\$2.30) 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 (7½) 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.

Effective April 1, 2018 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 dollar 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 (7½) 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) Effective June 30, 2016 an employee shall be paid a weekend premium of two dollar and forty-five cents (\$2.45) 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, she will not receive weekend premium under this provision.

Effective April 1, 2018 an employee shall be paid a weekend premium of two dollar 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, she will not receive weekend premium under this provision.

(b) 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.

Note: This section is only applicable to full-time employees. Where the local parties have language that applies to part-time employees then their language will continue to apply to part-time employees.

17.06 Meal Allowance

An employee who continues to work more than two (2) hours of overtime immediately following her scheduled hours of work, shall be provided with a meal 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 her home, as a result of being called back to work outside of her regularly scheduled hours, the Hospital will pay transportation costs either by taxi or by her own vehicle at the rate of **40 cents per kilometer or corporate policy, whichever is higher** 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, she shall be paid a premium of \$1.40 per hour for the duration of the assignment.

17.09 Time Off Between Shifts

Failure to provide the **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 (1½) 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.

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, she shall receive time and one-half (1½) of her regular straight time hourly rate for all hours worked on her next shift.

(b) (applicable to 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, she shall receive time and one-half (1½) of her regular straight time hourly rate for all hours worked on her 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

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.

New Year's Day

Family Day (3rd Monday in February)

Good Friday

Easter Monday

Victoria Day

Canada Day (July 1st)

Civic Holiday

Labour Day

Thanksgiving Day

Remembrance Day

Christmas Day

Boxing Day

In order to qualify for payment for the above-named holidays, an employee must work their regular working day immediately prior to and their regular working day immediately following the holiday provided that the employee will qualify for holiday pay if absence is due to proven illness or other reasons satisfactory to the Employer. The onus is on the employee to provide evidence satisfactory to the Employer as to why they were unable to present themselves at work.

(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 (1½) her regular straight time rate of pay for all hours worked on such holiday, subject to Article 18.03. In addition, she will receive a lieu day off with pay in the

amount of her regular straight time hourly rate of pay times seven and one-half (7½) hours, except in those hospitals which have a standard work day of less than seven and one-half (7½) 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 (1½) her 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 she is paid at the rate of time and one-half (1½) her regular straight time hourly rate and is required to work additional hours following the full shift on that day (but not including hours on a subsequent regularly scheduled tour for such employee) she shall receive two (2) times her regular straight time hourly rate for such additional hours worked.

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.

18.05 Lieu days for paid holidays under Article 18.02 will be allowed at such times requested by the employee and approved by their Manager or designate. Such lieu day off shall be taken within ninety (90) days following the paid holiday under Article 18.02 or greater than such ninety (90) days if approved by their Manager or designate, but no later than March 31st of each year and employees will not be permitted to accumulate lieu days holidays beyond five (5) days.

ARTICLE 19 – VACATION

19.01 (a) Article 19.01(a) is applicable to full-time employees only

All employees who have completed less than one (1) year of continuous service shall be entitled to a vacation on the basis of 1.25 days per month for each completed month of service with pay in the amount of six per cent (6%) of gross earnings.

All employees shall receive three (3) weeks' vacation after one (1) year of continuous service, and four (4) weeks' vacation after three (3) years of continuous service.

All employees shall receive five (5) weeks' vacation after twelve (12) years of continuous service.

All employees shall receive six (6) weeks' vacation after twenty-one (21) years of continuous service.

All employees will receive seven (7) weeks' vacation after twenty-seven (27) years of continuous service.

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 her or his 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.

NOTE: Employees who have supplemental vacation (additional 5 vacation days after 30 years of continuous service and additional 5 vacation days after 35 years of continuous service) which was earned between June 28, 2005 and May 25, 2006, shall be entitled to utilize their remaining supplemental vacation, if any.

(b) (Article 19.01(b) is applicable to regular part-time employees only)

All regular part-time employees shall be entitled to vacation pay based upon the applicable percentage provided 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 Increment	Vacation Entitlement (FT)	Part-Time Increment	Part-Time Vacation pay
Less than 1 year continuous service	1.25 days per month	Less than 1650 hours of continuous service	6 %

After 1 year of continuous service	3 weeks (1.25 days per month)	After 1650 hours of continuous service	6%
After 3 years of continuous service	4 weeks (1.67 days per month)	After 4,950 hours of continuous service	8%
After 12 years of continuous service	5 weeks (2.08 days per month)	After 19800 hours of continuous service	10%
After 21 years of continuous service	6 weeks (2.5 days per month)	After 34650 hours of continuous service	12%
After 27 years of continuous service	7 weeks (2.92 days per month)	After 44550 hours of continuous service	14%

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

Notwithstanding this provision, the calculation of service for purposes of vacation entitlement will include service accrued during a pregnancy leave or parental leave on the basis of seniority accrual during such leaves in accordance with Article 10.03 (a) (ii) of the agreement.

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 19.02 is applicable to full-time employees only.

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

The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.

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

19.04 (a) May 1st – October 31st

Subject to compliance with the staffing requirements as determined by the Manager or designate, selection of vacation period(s) within any Department or section will be on the basis of an employee's seniority, provided that vacation requests are submitted to the Employer by February 15th for the vacation period of May 1st thru October 31st.

The Employer shall post before April 1st each year a schedule of vacations for the vacation period of May 1st thru October 31st giving effect, where possible, to the employee's preference as to dates, provided the preference is indicated no later than February 15th.

It is understood that the final calculations of vacation may necessitate adjustments to the vacation entitlements.

Any time a conflict occurs, the employees concerned must be notified and alternate dates arranged by March 15th.

The resolution of such conflicts will be on the basis of seniority, subject to Articles 19.05 and 19.06. Subject to outstanding adjustments being resolved, vacation requests submitted after February 15 will be allotted on a "first-come first-served" basis.

(b) November 1st – April 30th

Subject to compliance with the staffing requirements as determined by the Manager or designate, selection of vacation period(s) within any Department or section will be on the basis of an employee's seniority, provided that vacation requests are submitted to the Employer by September 15th for the vacation period November 1st thru April 30th.

The Employer shall post before October 1st each year a schedule of vacations for the vacation period of November 1st thru April 30th giving effect, where possible, to the employee's preference as to dates, provided the preference is indicated no later than September 15th.

It is understood that the final calculations of vacation may necessitate adjustments to the vacation entitlements.

Any time a conflict occurs, the employees concerned must be notified and alternate dates arranged by October 15th. The resolution of such conflicts will be on the basis of seniority, subject to Articles 19.05 and 19.06.

Subject to outstanding adjustments being resolved, vacation requests submitted after September 15th will be allotted on a "first-come first-served" basis.

- (c) Where an employee has not requested vacation period in writing by October 1st, the Manager or designate and Employee shall meet to discuss scheduling such vacation.***

19.05 If an employee elects to split their vacation entitlements, they will only be allowed to exercise their seniority for one (1) of the periods requested inclusive of the prime vacation time period to resolve conflicts. Election of the period in which to apply seniority will be made by the employee at the time their vacation request is submitted.

If there remains vacation available during prime vacation time period, employees who have not been granted any vacation during prime vacation time will be provided the opportunity to be granted vacation for this period by seniority.

19.06 No employee may use their seniority to secure more than two (2) consecutive weeks' vacation during prime vacation time. (For the purpose of this Article "prime vacation time" shall be defined as the months of June, July and August.) The Manager or designate may, in their sole discretion, approve requests for vacation in excess of two (2) consecutive weeks during the prime vacation time, provided that satisfactory arrangement can be made with the other employees in the department or section who are affected.

19.07 Part-time Vacation Entitlement

Part time employees have the option of requesting their equivalent unpaid vacation entitlement as time off in calendar weeks or individual days as follows:

	3 weeks entitlement or the maximum individual days	4 weeks entitlement or the maximum individual days	5 weeks entitlement or the maximum individual days	6 weeks entitlement or the maximum individual days	7 weeks entitlement or the maximum individual days
Based on the hours worked in the prior calendar year					
0-390	3 days	4 days	5 days	6 days	7 days
391-780	6 days	8 days	10 days	12 days	14 days
781-1170	9 days	12 days	15 days	18 days	21 days
1171-1560	12 days	16 days	20 days	24 days	28 days
1561-1950	15 days	20 days	25 days	30 days	35 days

Part-time employees must choose their unpaid vacation time off in calendar weeks or individual days no later than 12pm on February 15th.

19.08 A maximum of seventy-five (75) hours of vacation may be carried over from this vacation period to the next vacation period. Such approval shall not be unreasonably denied for special circumstances.

ARTICLE 20 – HEALTH AND WELFARE BENEFITS

NOTE: The provisions of Articles 20.01 to 20.03 with respect to Health and Welfare Benefits apply to full-time employees only.

20.01 The Hospital agrees to contribute towards the premium coverage of participating eligible employees in the active employ of the Hospital under the insurance plans as set out in Article 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:

(a) Semi-Private Hospital Insurance

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

(b) Extended Health Care

The Hospital shall contribute on behalf of each eligible employee seventy-five percent (75%) of the billed premium under the Extended Health Care Plan (Liberty Health \$22.50 (single) and \$35.00 (family) deductible plan including hearing aids with a maximum of the cost of acquisition once in every thirty-six (36) months per person and vision care with a maximum of \$300 every twenty-four (24) months per person, or its equivalent)-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 drug formulary shall be as defined by Liberty Health Formulary Three.

Effective June 30, 2016 vision care will increase to a maximum of \$350 every twenty-four (24) months per person.

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

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

The Extended Health Care Plan shall be amended to provide for the option to use the \$350 vision care toward the cost of laser surgery.

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

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

(c) Dental

The Hospital agrees to contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible employees in the active employ of the hospital under the Liberty Health Dental Plan #9 (or its equivalent) based on the current ODA fee schedule provided the balance of the monthly premiums

are paid by the participating employees through payroll deduction. Employees will be enrolled in the existing Plan in accordance with the terms and conditions of the Plan. The Plan shall provide for recall oral examination to be covered once every nine (9) months.

Orthodontic coverage will be included for participating employees on a 50/50 co-insurance basis, with a lifetime maximum of \$1,500 per insured person.

The Dental coverage will include complete and partial dentures at 50/50 co-insurance to \$1,000 maximum per person annually, and crowns, bridge work and repairs at 50/50 co-insurance to \$1,500 maximum per person annually.

(d) Group Life Insurance

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

(e) Same Sex Partner Coverage

Coverage will be available to an employee and her 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 her 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) on or after April 1, 2011 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 Employer the full amount of the monthly premiums in advance.
- (b) The Hospital will provide to all full-time employees who reach age 57 and retire (including disability retirements) on or after April 1, 2011 and have not yet reached age 65 and who are in receipt of the Hospital's pension plan benefits, semi-private, extended health care and dental benefits on the same

basis as is provided to active employees as long as the retiree pays the Employer their share of the monthly premiums in advance. The Hospital will contribute fifty percent (50%) of the billed premiums of these benefit plans.

The Hospital will contact employees age 57 to 65 who retired between April 1, 2011 and the effective date of the award at their last known address on record with the hospital, with a copy to the union, within 30 days of the date of the award to advise them of their entitlement to (b) above.

Such Employees will have a period of 60 days from the date of the notice to claim such entitlement and, if they fail to make a claim within the 60 day period, their claim will be deemed abandoned.

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.

1. No classification will be considered under this process where there is no grievance filed pursuant to 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.
2. 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.
3. 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.
4. Once the parties have reviewed the above, the central parties will meet to determine:
 - a. whether the classification is a central classification
 - b. whether the change is occurring across multiple participating hospitals
5. If the central parties agree the classification is central and that it is occurring in multiple participating hospitals, this process will be engaged.
6. The failure to agree to engage this process will not be the subject of a grievance.
7. 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 25.01(a)
8. 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.
9. If the process is engaged the central parties will:
 - (a) Identify the classification that has been the subject of an alleged substantial change

- (b) Identify the change that has been alleged
- (c) Review a Job description for the position prior to the change
- (d) 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.
- (e) Identify a timeframe for when the change occurred
- (f) Review the current rate(s) of pay

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

- 10. 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.
- 11. 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.
- 12. 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 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.

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.

For the purposes of this clause, as it applies to part-time employees, part-time experience will be calculated on the basis of 1650 hours worked 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.

(Article 25.03 is applicable to part-time employees only)

25.03 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.

25.05 *Within a period of ninety (90) calendar days after posting of the first seniority list an employee who disagrees with their seniority as posted must file an appeal with the Human Resources Department. If no appeal is filed by an employee within the ninety (90) day period, their seniority that was listed on the posted seniority list will be confirmed as correct and no further appeals will be allowed, unless they are on an approved leave of absence during the seniority list posting period. If the employee was on an approved leave of absence during the seniority list posting period they will have thirty (30) days from the date of their return to work to file an appeal with the Human Resources Department.*

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.

NOTE: For historical purposes, the following language applied to hospitals and locals who entered central bargaining prior to the 2006 round of bargaining:

- 1) a) Each of the Local Parties can retain up to three (3) conditions that exist in their current collective agreement that either party considers to be superior to the current Central Agreement. The parties will negotiate which items may be kept as Superior Conditions. Term may not be retained as a Superior Condition.
- b) Should the Local Parties agree that wages is one of the Superior conditions to be protected under this article, they must also address how

future Centrally Negotiated wage increases apply to the Local Parties' Agreement. This determination of applicability of Centrally Negotiated future wage increases must be dealt with in these negotiations.

- 2) The Local Parties must agree to adopt Central Language in their collective agreement, with the exception of the agreed upon Superior Conditions (see 1 above).
- 3) The Superior Conditions will remain in force for a maximum period of the duration of the two Central Agreement terms following the expiry of the Central Agreement in force at the time that the Local Parties joined the Central Process.
- 4) The Local Parties have only one opportunity to join the Central Process with the protection of these Superior Conditions. Should they leave the Central Process and later rejoin, they will not have access to the same opportunity.

ARTICLE 27 – MULTI-SITE ISSUES

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

Such an agreement may encompass issues that have traditionally been deemed to be Central, subject to approval by the Central Parties. The issues appropriate for local negotiation may include, but are not restricted to: the process used to determine who works where and when, transportation allowance, cost of transportation (including parking), travel time, definition of headquarters, job posting procedure, health and safety, union committees, standby, call back, and scheduling. The Local Parties may wish to use the Flexible Tours Model Agreement to address Hours of Work. Issues that are not appropriate for local negotiation are: Layoff and Recall, Hours of Work and Overtime (unless amended through the Model Agreement with respect to Innovative Scheduling/Flexible Scheduling Agreement).

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

ARTICLE 28 – JOB REGISTRY

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

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 her service date from her former Hospital. It is understood that service for the purposes of determining seniority, and notice/severance under the *Employment Standards Act*, will be based upon the first day of employment with the receiving Hospital and will be governed by the terms of the receiving Hospital's collective agreement.

An employee changing Hospitals under this provision will be subject to the normal probationary period as outlined in the hiring Hospital's collective agreement (Article 10.01). During this probationary period the employee retains any right of recall she might have to her former Hospital. If for any reason the new employment relationship ceases during the probationary period the employee will return to her 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 her former Hospital. Any monies that may be owing to the employee as a result of her termination from her 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

- 2.1 The normal or standard extended work day shall be ____ hours per day.
- 2.2 (Detailed description with an attached schedule where appropriate.)
- 2.3 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 (1½) 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 2.1 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 15 minutes for each 3.75 hours worked.

Article 5 – Meal Periods

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

Article 6 – 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 (1½) her regular straight time rate of pay for all hours worked on such holiday, subject to Article 18.03. In addition, she will receive a lieu day off with pay in the amount of her regular straight time hourly rate of pay times seven and one-half (7½) hours,

except in those hospitals which have a standard work day of less than seven and one-half (7½) 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 (a) 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 19.01 (b) 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 7.5 hours, but not less than 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 7.5 hours but not less than 4 hours is proposed by either party, the following will apply:

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

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.

29.03 Job Sharing Arrangements – Full-time Employees Only

- (1) Full-time employees in the Technical Personnel Bargaining Unit or the Employer may propose a sharing arrangement, and if agreed to by the Union and the Employer, it shall be implemented.**
- (2) Such proposal shall be limited to splitting one full-time position into two (2) equal parts based upon 37 ½ hours per employee per two (2) week period on the average.**
- (3) Employees who enter into such a job sharing arrangement shall continue to be included in the Technical Personnel Bargaining Unit notwithstanding the recognition provisions of the relevant collective**

agreements, and this Paragraph 3 shall in no way be deemed to constitute an amendment of the recognition clauses in the collective agreements, and unless modified by this Appendix, all terms of the collective agreement shall continue to apply.

- (4) The seniority accrual of an employee participating in a job sharing arrangement shall be ½ the full-time accrual for the period of operation of such arrangement.**
- (5) The service accrual of an employee participating in a job sharing arrangement shall be ½ the full-time accrual for the period of operation of such arrangement.**
- (6) Accordingly, vacation entitlement, vacation progression, sick leave benefits, wage progression, holiday pay for time not worked, and any other benefits affected by service shall be half the full-time entitlement.**
- (7) The Employer costs of employee benefits, including O.H.I.P., Extended Health Care, Semi-Private, Dental, Group Life Insurance, et cetera, shall be 50% of the cost paid by the Employer in respect of full-time employees for those employees who participate in a job sharing arrangement and who continue to be enrolled in such group employee benefit plans in accordance with their respective terms and conditions.**
- (8) The appropriate pension plan must allow an employee participating in a job sharing arrangement to continue to participate in such pension plan otherwise such employee will be deemed to be disqualified from participating further in such pension plan in accordance with its terms and conditions.**
- (9) The overall costs for the Hospital for employee statutory and health and welfare benefits shall not increase as a result of job sharing arrangement(s).**
- (10) (a) Subject to 10 b) below, if a job sharing arrangement is discontinued, any resulting full time vacancy will be posted. Neither employee who was participating in such arrangement, will revert to full time status without going through the regular job posting provisions of the applicable collective agreement. Should there be no resulting full time vacancy the employees would be classified either as Casual Part Time or Regular Part Time at the discretion of the Hospital and accordingly, would cease to be covered by the applicable collective agreement. Nothing in this article would preclude the formation of a new**

job sharing arrangement being agreed upon by the parties. Notwithstanding anything in this article no bargaining unit employee other than the two employees participating in the job sharing arrangement, would be affected in any way by the discontinuance of the job.

- (b) If the reason for discontinuing the job sharing arrangement is caused by the termination, resignation, promotion, transfer, retirement or any other change in status of one of the employees who was participating in such arrangement, the remaining employee, would revert to full time without going through the job posting procedure.*
- (11) Any job sharing arrangement must involve only employees in the same classification.*
- (12) For clarity purposes, no overtime shall be payable to an employee who is participating in a job sharing arrangement unless the provisions of the appropriate collective agreement applied.*
- (13) It is understood and agreed that when an employee who is participating in a job sharing arrangement is unable to attend work as scheduled for any reason (including illness, vacation, et cetera) and it is necessary in the Employer's opinion to have such employee replaced, the other employee in the job sharing arrangement would be expected to come in to work and that there shall be no premium costs paid for such call in or for short notice.*
- (14) Any request by an employee who is participating in a job sharing arrangement for an unpaid leave of absence in excess of thirty (30) continuous calendar days, the granting of which is either required by the collective agreement or is discretionary and which is granted, shall temporarily suspend the job sharing arrangement and the other employee who is participating in such arrangement shall revert to full-time for the period of the approved leave of absence, the job sharing shall be expected to resume.*
- (15) Rest period for employees participating in a job sharing arrangement shall be proportionately reduced where applicable.*
- (16) If any settlement or Award concerning job sharing emanates from the Central bargaining process which the Hospital in its opinion considers unsatisfactory, the Hospital may terminate any and all job sharing arrangements which were in effect.*

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 her 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:

- (a) A statement that the employee is entering the plan in accordance with article 29.04 of the Collective Agreement.
- (b) The period of salary deferral and the period for which the leave is requested.
- (c) The manner in which the deferred salary is to be held.

- (d) The letter of application to enter the plan will be appended to, and form part of, the written agreement.

- (e) Deferral Plan

The deferral portion of the plan shall involve an employee spreading four (4) years' salary over a five (5) year period, or such other schedule as may be mutually agreed between the employee and the Hospital. In the case of the four (4) years' salary over a five (5) year schedule, during the four (4) years of salary deferral, 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 Hospitals of Ontario Pension Plan will be in accordance with the Plan.

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

(h) Seniority and Service
Full-Time Only

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

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

(i) Assignment on Return

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

(j) Withdrawal Rights

- (i) 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

Only the original vacancy resulting from an absence due to pre-paid leave will be posted.

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

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

31.02 *Electronic Bulletin Board*

The Hospital will provide an electronic bulletin board to be used for notices pertaining to the Union and its membership. The use of such electronic bulletin board will comply with all Hospital policies and procedures. Access to post notices or information will be provided to the Bargaining Unit President or a designate.

At the Hospital's discretion, the Hospital will remove posted notices that the Hospital deems not appropriate for posting on the electronic bulletin board.

ARTICLE 32 – DURATION AND RENEWAL

32.01 This Agreement shall continue in effect until the 31st day of March, 2019 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:

32.02 (a) In the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, either party may give notice to the other of its desire to bargain for the renewal of this Agreement within 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.

(b) In the event the parties to this Agreement do not agree to negotiate for its renewal through the process of central bargaining, either party may notify the

other within the period from ninety (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.

It is further understood that the central negotiating committees will meet in the sixth month prior to the termination of this Agreement to convey the intentions of their principals as to participation in central negotiations, if any, and to determine the conditions for such central bargaining.

Proposals on central issues shall be exchanged by the central negotiating committees on a date set out in the Memorandum of Conditions for Joint Bargaining. Negotiations on central matters shall take place during the period commencing 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, 2016 - March 31, 2019

Settlement
 April 1, 2016 - 1.4%
 April 1, 2017 - 1.4%
 April 1, 2018 - 1.4%

Registered Technologist, Biomedical Technologist

	1-Apr-15	1-Apr-16	1-Apr-17	1-Apr-18
Start	30.04	30.46	30.89	31.32
1 yr	31.20	31.64	32.08	32.53
2 yr	32.50	32.96	33.42	33.89
3 yr	33.80	34.27	34.75	35.24
4 yr	35.09	35.58	36.08	36.59
5 yr	36.38	36.89	37.41	37.93
6 yr	37.68	38.21	38.74	39.28
7 yr	38.96	39.51	40.06	40.62
8 yr	40.27	40.83	41.40	41.98

Registered Technologists

Ultrasound, Echocardiographer, MRI Technologist, Respiratory Therapist

	1-Apr-15	1-Apr-16	1-Apr-17	1-Apr-18
Start	30.04	30.46	30.89	31.32
1 yr	31.20	31.64	32.08	32.53
2 yr	32.50	32.96	33.42	33.89
3 yr	33.80	34.27	34.75	35.24
4 yr	35.09	35.58	36.08	36.59
5 yr	36.38	36.89	37.41	37.93
6 yr	37.68	38.21	38.74	39.28
7 yr	38.96	39.51	40.06	40.62
8 yr	41.48	42.06	42.65	43.25

Senior Technologists

	1-Apr-15	1-Apr-16	1-Apr-17	1-Apr-18
Start	34.44	34.92	35.41	35.91
1 yr	35.81	36.31	36.82	37.34
2 yr	37.21	37.73	38.26	38.80
3 yr	38.55	39.09	39.64	40.19
4 yr	39.95	40.51	41.08	41.66
5 yr	41.29	41.87	42.46	43.05
6 yr	42.69	43.29	43.90	44.51

Senior Technologists

Ultrasound, Echocardiographer, MRI Technologist, Respiratory Therapist

	1-Apr-15	1-Apr-16	1-Apr-17	1-Apr-18
Start	34.44	34.92	35.41	35.91
1 yr	35.81	36.31	36.82	37.34
2 yr	37.21	37.73	38.26	38.80
3 yr	38.55	39.09	39.64	40.19
4 yr	39.95	40.51	41.08	41.66
5 yr	41.29	41.87	42.46	43.05
6 yr	43.97	44.59	45.21	45.84

Charge Technologists

	1-Apr-15	1-Apr-16	1-Apr-17	1-Apr-18
Start	36.41	36.92	37.44	37.96
1 yr	37.85	38.38	38.92	39.46
2 yr	39.30	39.85	40.41	40.98
3 yr	40.75	41.32	41.90	42.49
4 yr	42.22	42.81	43.41	44.02
5 yr	43.63	44.24	44.86	45.49
6 yr	45.12	45.75	46.39	47.04

Charge Technologists

Ultrasound, Echocardiographer, MRI Technologist, Respiratory Therapist

	1-Apr-15	1-Apr-16	1-Apr-17	1-Apr-18
Start	36.41	36.92	37.44	37.96
1 yr	37.85	38.38	38.92	39.46
2 yr	39.30	39.85	40.41	40.98
3 yr	40.75	41.32	41.90	42.49
4 yr	42.22	42.81	43.41	44.02
5 yr	43.63	44.24	44.86	45.49
6 yr	46.47	47.12	47.78	48.45

Dietitian, BSW, Kinesiologist

	1-Apr-15	1-Apr-16	1-Apr-17	1-Apr-18
Start	31.93	32.38	32.83	33.29
1 yr	33.67	34.14	34.62	35.10
2 yr	35.43	35.93	36.43	36.94
3 yr	37.19	37.71	38.24	38.77
4 yr	38.93	39.48	40.03	40.59
5 yr	40.68	41.25	41.83	42.41

Perfusionist

	1-Apr-15	1-Apr-16	1-Apr-17	1-Apr-18
Start	35.04	35.53	36.03	36.53
1 yr	36.98	37.50	38.03	38.56
2 yr	38.90	39.44	39.99	40.55
3 yr	40.82	41.39	41.97	42.56
4 yr	42.73	43.33	43.94	44.56
5 yr	46.02	46.66	47.31	47.97

Pharmacist

	1-Apr-15	1-Apr-16	1-Apr-17	1-Apr-18
Start	39.30	39.85	40.41	40.98
1 yr	41.46	42.04	42.63	43.23
2 yr	43.66	44.27	44.89	45.52
3 yr	45.81	46.45	47.10	47.76
4 yr	48.01	48.68	49.36	50.05
5 yr	51.70	52.42	53.15	53.89

Psychologist

	1-Apr-15	1-Apr-16	1-Apr-17	1-Apr-18
Start	50.15	50.85	51.56	52.28
1 yr	52.90	53.64	54.39	55.15
2 yr	55.65	56.43	57.22	58.02
3 yr	58.40	59.22	60.05	60.89
4 yr	61.16	62.02	62.89	63.77
5 yr	63.91	64.80	65.71	66.63

Occupational Therapist, Physiotherapist

	1-Apr-15	1-Apr-16	1-Apr-17	1-Apr-18
Start	31.66	32.10	32.55	33.01
1 yr	33.85	34.32	34.80	35.29
2 yr	36.05	36.55	37.06	37.58
3 yr	38.24	38.78	39.32	39.87
4 yr	40.42	40.99	41.56	42.14
5 yr	43.90	44.51	45.13	45.76

Audiologist, Psychometrist, MSW, Speech Pathologist

	1-Apr-15	1-Apr-16	1-Apr-17	1-Apr-18
Start	36.42	36.93	37.45	37.97
1 yr	38.40	38.94	39.49	40.04
2 yr	40.40	40.97	41.54	42.12
3 yr	42.41	43.00	43.60	44.21
4 yr	44.40	45.02	45.65	46.29
5 yr	46.40	47.05	47.71	48.38

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

	1-Apr-15	1-Apr-16	1-Apr-17	1-Apr-18
Start	20.99	21.28	21.58	21.88
1 yr	21.77	22.07	22.38	22.69
2 yr	22.57	22.89	23.21	23.53
3 yr	23.36	23.69	24.02	24.36
4 yr	24.16	24.50	24.84	25.19

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

	1-Apr-15	1-Apr-16	1-Apr-17	1-Apr-18
Start	23.28	23.61	23.94	24.28
1 yr	24.16	24.50	24.84	25.19
2 yr	25.04	25.39	25.75	26.11
3 yr	25.93	26.29	26.66	27.03
4 yr	26.80	27.18	27.56	27.95

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

	1-Apr-15	1-Apr-16	1-Apr-17	1-Apr-18
Start	24.86	25.21	25.56	25.92
1 yr	25.83	26.19	26.56	26.93
2 yr	26.76	27.13	27.51	27.90
3 yr	27.71	28.10	28.49	28.89
4 yr	28.66	29.06	29.47	29.88

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

	1-Apr-15	1-Apr-16	1-Apr-17	1-Apr-18
Start	27.67	28.06	28.45	28.85
1 yr	28.71	29.11	29.52	29.93
2 yr	29.75	30.17	30.59	31.02
3 yr	30.84	31.27	31.71	32.15
4 yr	31.86	32.31	32.76	33.22

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

	1-Apr-15	1-Apr-16	1-Apr-17	1-Apr-18
Start	29.30	29.71	30.13	30.55
1 yr	30.42	30.85	31.28	31.72
2 yr	31.53	31.97	32.42	32.87
3 yr	32.63	33.09	33.55	34.02
4 yr	33.73	34.20	34.68	35.17

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 Employer 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 sick leave plans, to which employees who have been transferred to the Hospital were formerly subject, shall be negotiated between the Union and the Hospital. Employees who have been transferred to the Hospital shall retain their former level of vacation entitlement or shall be entitled to the level provided by this agreement, whichever is the greater;
 - iv) hours of work shall be those of the Hospital;
 - v) an employee who has been transferred to the Hospital and who has not completed her probationary period at the Hospital where she was formerly employed shall receive credit for her service during such probationary period, and shall complete the balance of the probationary period required by this agreement. No new probationary period shall be served by an employee who has been transferred to the Hospital.
- (g) Employees who are relocated or transferred to another employer by the Hospital will retain their seniority and service at their original hospital for a 24-month period. Employees relocated or transferred shall have the right to post

for vacancies that arise, prior to or subsequent to the relocation or transfer, at their originating Hospital for that 24-month period. If they are the successful applicant, they will return to the employ of the Hospital with seniority accrued and service intact but not accrued, for the period that the employee was relocated or transferred to another employer.

- (h) Nothing in the foregoing shall be deemed to limit or restrict the parties rights and obligations under the *Labour Relations Act, 1995* or the *Act To Provide For The Integration Of The Local System For The Delivery Of Health Services* (Bill 36), as may be amended from time to time.
- (i) The parties may also wish to refer to the Service Rationalization/Employee Transfer Guidelines established by the Ontario Hospital Industry Labour Management Committee in 1986.

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 he/she is being asked to perform more work than is consistent with proper patient care. A written response to this request is requested.

Section 1: General Information

Name of Employee(s)

Reporting:

Steward:

Employer/site:

Unit/Area/Program:

Date of Occurrence:

Time:

Name of Supervisor:

Date/Time Submitted:

Section 2: Details of Occurrence

Provide a concise summary of the occurrence(attach additional pages if necessary)

Check One:

☐ Is this an isolated incident?

☐ An ongoing problem?

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

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

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

Note to Members and Stewards: Copies of any completed form should be retained by the member, his/her steward and further copies forwarded to the Department Manager, and Human Resources.


APPENDIX “B” – Participating Hospitals
52 PARTICIPATING HOSPITALS AND 64 BARGAINING UNITS
OPSEU CENTRAL BARGAINING – 2016


<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
311	Rouge Valley Health System	Ajax/Scarborough	FT/PT
344	Northumberland Hills Hospital	Cobourg	FT/PT

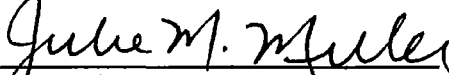
346	Royal Victoria Regional Health Centre	Barrie	FT
346	Royal Victoria Regional Health Centre	Barrie	PT
346	Royal Victoria Regional Health Centre	Barrie	FT/PT
347	Collingwood General & Marine Hospital	Collingwood	FT/PT
348	Lakeridge Health Corporation	Oshawa	FT/PT
348	Markham Stouffville Hospital/Uxbridge	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
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	Religious Hospitallers of St. Joseph of the Hotel Dieu Hospital of Kingston	Kingston	FT/PT
444	Kingston General Hospital	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	Iroquis 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 Hospital	Thunder Bay	FT/PT


FOR ONTARIO PUBLIC
SERVICE EMPLOYEES UNION

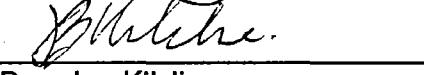

Sandi Blancher
London Health Sciences Centre


Betty Palmieri
St. Joseph's Healthcare, Hamilton



Julie Miller
Lakeridge Health



John Francis,
Royal Victoria Regional Health Centre



Hervé Cavanagh
Perth and Smith Falls Hospital



Brendan Kilcline,
Kingston General Hospital


Yves Shank,
Horizon Santé-Nord/Health Sciences North

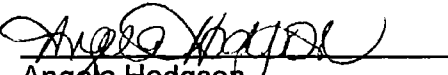

Michele Dawson Haber,
OPSEU


Brock Suddaby,
OPSEU


Steve Saysell, OPSEU


Smokey Thomas, OPSEU

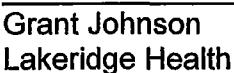
FOR THE PARTICIPATING
HOSPITALS


Angela Hodgson
London Health Sciences Centre



Bree-Ricketts-Gaber
Quinte Health Care General Hospital


Rod Miller
Thunder Bay Regional Health Sciences Centre



Max Leidke,
Sault Area Hospital


Grant Johnson
Lakeridge Health


Joyce DeVette-McPhail
Kingston General Hospital


Marlene Hall
St. Joseph Health Care, Hamilton


Sadia Bekri,
Ontario Hospital Association


Phillip Cifarelli,
Ontario Hospital Association

Signed at Toronto, Ontario the _____ of _____, 2016

Letter of Understanding

**Between
London Health Sciences Centre
(Hereinafter known as "the Hospital")**

And

**Ontario Public Service Employees' Union
Local 106
University Hospital Technical Personnel Bargaining Unit
(Hereinafter known as "the Union")**

Re: Mandatory Training and Authorized In Service Programs

The Hospital and the Union recognize that there is a responsibility and commitment for employees to participate in mandatory training and authorized in-service programs and accordingly agree to the following:

- 1. Where possible, the Hospital will schedule mandatory training and in-service programs during the employees regularly scheduled hours.**
- 2. Where an employee is on duty and authorized to attend mandatory training or any in-service program and such time is during their regularly scheduled working hours, the employee shall suffer no loss of regular pay.**
- 3. Where an employee is required by the Hospital to attend training or in-service programs outside of their regularly scheduled hours, the employee shall be paid for all time spent in attendance on such training at their regular straight time hourly rate of pay.**

Dated at London, Ontario this 22nd day of September, 2016

For the Hospital

Angela Hodgson

For the Union

**Lynne Easter
Sandi Blancher**

Letter of Understanding

**Between
London Health Sciences Centre
(Hereinafter known as “the Hospital”)**

And

**Ontario Public Service Employees’ Union
Local 106
University Hospital Technical Personnel Bargaining Unit
(Hereinafter known as “the Union”)**

Re: Individual Special Circumstances (ISC)

- 1. The Hospital and the Union may agree in certain special circumstances that the schedule of an individual may be adjusted.**
- 2. Such an arrangement shall be established by mutual agreement of the Hospital, the Union and the employee affected. The parties agree that the arrangement applies to the employee, not to a position.**
- 3. Issues related to vacation, paid holidays, pension, benefits and seniority will be outlined in the individual special circumstances agreement and will be determined by the Hospital and the Union.**
- 4. Article 17.10 c) of the Part-time/Casual collective agreement and Article 16.01 (i) and (ii) of the Full-time collective agreement will not apply to employees in an individual special circumstances arrangement.**
- 5. It is understood that there will be no changes to an employee’s status as a result of an individual special circumstance agreement.**
- 6. The date of the discontinuation of each individual special circumstances arrangement must be outlined in each individual special circumstances agreement.**
- 7. In the event that the employee affected resigns, transfers, is laid off or terminated, the arrangement will be deemed to be discontinued immediately.**

Dated at London, Ontario this 22nd day of September, 2016.

For the Hospital

Angela Hodgson

For the Union

**Lynne Easter
Sandi Blancher**

Letter of Understanding

**Between
London Health Sciences Centre
(Hereinafter known as "the Hospital")**

And

**Ontario Public Service Employees' Union
Local 106
Full-time X-ray Bargaining Unit
Part-time & Casual X-ray Bargaining Unit
University Hospital Technical Personnel Bargaining Unit
(Hereinafter known as "the Union")**

Re: Transfer of Seniority

The parties do hereby agree that in the event the parties agree to combine the full-time and part-time/casual collective agreements and University Hospital Technical Personnel Bargaining Unit, Article 10.04 of the OPSEU Combined Central Collective Agreement will be inserted into one new combined agreement for the bargaining units.

10.04 Transfer of Seniority

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

Dated at London, Ontario this 22nd day of September, 2016.

For the Hospital

Angela Hodgson

For the Union

**Lynne Easter
Sandi Blancher**

Letter of Understanding

Between

**London Health Sciences Centre
(Hereinafter known as "the Hospital")**

And

**Ontario Public Service Employees' Union
Local 106**

**Technical Personnel Bargaining Unit – University Hospital
(Hereinafter known as "the Union")**

Re: Clinical Perfusion Services Coordinator/Manager

The Hospital and the Union recognize that there is a requirement for the Coordinator/Manager of Cardiovascular Perfusion Services to perform the regular tasks/duties of a Cardiovascular Perfusionist (Senior) and accordingly agree to the following:

- 1. The Coordinator/Manager will perform all tasks and duties of a Cardiovascular Perfusionist for a minimum of 50 cases per calendar year.**
- 2. The Coordinator/Manager will perform tasks and duties of a Cardiovascular Perfusionist for cases to support their training/orientation to new technology or equipment.**
- 3. The Coordinator/Manager will perform tasks and duties of a Cardiovascular Perfusionist at any time in an urgent or emergency situation.**

Dated at London, Ontario this 22nd day of September, 2016.

For the Hospital

Angela Hodgson

For the Union

**Lynne Easter
Sandi Blancher**

Letter of Understanding

Between

**London Health Sciences Centre (LHSC)
(Hereinafter known as "the Hospital")**

And

**Ontario Public Sector Employee's Union (OPSEU) - Local 106
(Hereinafter known as "the Union")**

The parties hereby agree to the following:

A part-time bargaining unit member can be employed with LHSC on a casual basis in a bargaining unit or non-bargaining unit position subject to the terms and conditions of the applicable collective agreement/non-union policies and subject to the approval of the Manager or designate of the casual position.

16.09 (c) - Trial for duration of this collective agreement

After the schedule has been posted, all additional shifts that become available over the posted period within a given classification and work area or department will be offered to the part time employees in their work area or department on the basis of seniority provided such shift does not trigger the overtime provisions of the collective agreement and provides such shift does not violate Employment Standards legislation. For clarification, seniority will be based on the posted seniority list.

(i) The Hospital will send one (1) email utilizing the employee's hospital email, listing the additional shifts available to all part-time within the same classification and department/work area.

(ii) Part-time employees have four (4) calendar days from such email to respond by hospital email, indicating the shifts they are available to work.

(iii) Part-time employees will be scheduled on the posted schedule for shifts they have elected to work on the basis of their seniority provided such shift does not trigger overtime provisions of the collective agreement and provided such shift does not violate the Employment Standards Act. For clarification, if the schedule is posted on Friday, and the email outlining additional shifts is sent on the same day, the schedule will be updated and posted no later than Tuesday.

(iv) Further additional shifts that become available will be offered to part-time employees on the basis of seniority within the same classification and department/work area, provided such shift does not trigger overtime provisions of the collective agreement and provided such shift does not violate Employment Standards Act. A shift will be deemed offered when a call is placed or text/email is sent to an employee. Where the shift commences greater than seventy-two (72) hours, the Hospital will send one (1) email utilizing the employee's hospital email, listing the additional shifts available to part-time employees within the same classification and department/work area. These employees will be given a minimum of twenty-four (24) hours to respond to the Hospital's notification of such available shift(s).

Dated at London, Ontario this 21st day of September, 2016.

For the Hospital

Angela Hodgson

For the Union

**Lynne Easter
Sandi Blancher**

MEMORANDUM OF AGREEMENT

Between

**London Health Sciences Centre (LHSC)
(Hereinafter known as the "Hospital")**

And

**Ontario Public Service Employees Union
and its Local 106
(Hereinafter known as the "Union")**

Article 1 – Work Unit and Employees Covered

- 1.1 This model agreement applies to full-time Registered Respiratory Therapist (RRT) employees of the University Hospital Technical Personnel Bargaining Unit outlined in Article A.01 of the respective collective agreements.**

Article 2 - Hours of Work

- 2.1 The normal or standard extended work day shall be 11.25 hours per day.**
- 2.2 The 2D/2N extended tour rotation scheduling period will be 52 weeks with hours of work averaging 37.5 hours over the scheduling period.**
- 2.3 Failure to provide twenty-four (24) 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-four (24) hour period. Where the twenty-four (24) hour period is reduced as a result of an approved change of shift(s) requested by the employee(s), such premium 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 2.1 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 52 weeks.**

Article 4 – Rest Periods

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

Article 5 – Meal Periods

5.01 There shall be a total of 45 minutes of unpaid meal time.

Article 6 – Sick Leave and Long-Term Disability (Full-time RRT 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

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). Paid holidays will be provided on the basis of ninety (90) hours per fiscal year.

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

Article 9 – Local Provisions

9.01 Employees shall not be required to work more than 4 consecutive shifts.

9.02 Employees working extended hours shall not receive a greater or lesser benefit than employees working seven and one-half (7 ½) hour shifts.

Term

This Agreement shall be March 31st, 2019.

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

Dated this 22nd day of September, 2016.

For the Hospital

Angela Hodgson

For the Union

**Lynne Easter
Sandi Blancher**

APPENDIX “C” – JOB TITLES

Technical Personnel Bargaining Unit

Technician III	ECG Technician Non Certified EMG Technician Non Certified EEG Technician Non Certified Polysomnography Technician
Technician IV	Ophthalmology Technician Non Certified Doppler Technician Audiology Technician Medical Electronic Technician Dental Assistant Audio Visual Technician Non-Registered Technician
Technician V	Certified Polysomnography Technician Non Certified Echocardiography Technician Certified EEG Technician/Technologist Certified EMG Technician/Technologist Certified Doppler Technician/Technologist
Registered Technologist	Medical Radiation Technologist - Radiology Medical Radiation Technologist - Nuclear Medicine Medical Radiation Technologist – Magnetic Resonance Registered Respiratory Therapist Cardiac Sonographer Diagnostic Sonographer
Senior Technologist	
Senior Technologist (Ultrasound, Echocardiographer, MRI Technician, Respiratory Therapist)	Anaesthesia Assistant
Cardiovascular Perfusionist	

Steps	1-Apr-16	1-Apr-17	1-Apr-18
Start	41.97	42.56	43.16
1 yr	43.94	44.56	45.18
2 yr	45.87	46.51	47.16
3 yr	47.82	48.49	49.17
4 yr	49.80	50.50	51.21
5 yr	53.32	54.07	54.83

Signed at London, Ontario this 1st day of February, 2018/9

For the
Ontario Public Service
Employees Union:

Karen Rowe
C. F. L.

Joe Don
[Signature]

Dratzen

[Signature]

Sandi Blacher

[Signature]

[Signature]

Wan Hui

For the
London Health Sciences Centre:

Angelina
