

Collective Agreement

between

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

and

**London Health Sciences Centre
Pharmacy Technicians, Medication System
Technicians, Occupational Therapy Assistants,
Physiotherapy Assistants**

Duration: April 1, 2018 - March 31, 2022



**Sector 10
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ARTICLE 1 – PURPOSE

1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Hospital and the employees within the Bargaining Unit.

1.02 **Scope and Recognition**

The Hospital recognizes the Union as the sole and exclusive bargaining agent for all Pharmacy Technicians, Medication System Technicians, Occupational Therapy Assistants and Physiotherapy Assistants employed by London Health Sciences Centre (LHSC) in the City of London at University Hospital, save and except Coordinators and those above the rank of Coordinator and persons covered by subsisting collective agreements.

1.03 **Management Rights**

The Union acknowledges that it is the exclusive function of the Hospital to:

- (a) Maintain order, discipline and efficiency and to establish and enforce reasonable rules and regulations governing the conduct of the employees, which rules and regulation shall not be inconsistent with the provisions of this agreement. Management agrees to inform the Union of changes in rules and regulations directly affecting employees' working conditions before notices are posted.
- (b) Hire, discharge, direct, assign, transfer, promote, demote, 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 his probationary period has been discharged or disciplined without just cause may be the subject of a grievance and dealt with in accordance with the grievance procedure.
- (c) To successfully operate 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.
- (d) The Hospital agrees to inform the Union of changes in Hospital policies directly affecting employees' working conditions before such changes are implemented. These policies shall not be in conflict with the Collective Agreement.
- (e) 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 Employees will be categorized at the discretion of the Hospital in one of the following categories:

- (a) Full-time Employee(s) shall mean an employee in the Bargaining Unit regularly assigned to work the regular working week as defined in the Hours of Work Article.
- (b) Part-time Employee(s) shall mean an employee in the Bargaining Unit who has made a written commitment to the Hospital to be available for work the year round, on some predetermined basis as required and as determined by the Hospital.
- (c) Casual Employee(s) shall mean an employee who is not regularly scheduled and who does not commit to be available for work on a regular predetermined basis.

The parties agree a casual employee can be scheduled so that they maintain competency. 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) weeks unless the employee has received an approved leave from the Coordinator or designate (such as vacation or illness).

(d) **Temporary Employee(s):**

The parties recognize the right of the Hospital to hire temporary employees. A temporary employee means an employee 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.

The release from employment of a temporary employee whose term of employment has expired shall not be the subject of a grievance.

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

2.02 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.

ARTICLE 3 – RELATIONSHIP

- 3.01 The Hospital 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 is contrary to the provisions of this Agreement.
- 3.02 Each of the parties hereto agree that there will be no discrimination, interference, restraint or coercion exercised or practiced upon any employee because of their membership or non-membership in the Union either of which is hereby recognized as a voluntary act on the part of the individual concerned.
- 3.03 It is further agreed that there shall be no solicitation of members, collection of dues or other Union activity on the premises of the Hospital except as permitted by the Agreement or specifically authorized by the Hospital in writing.
- 3.04 **No Discrimination and Workplace Harassment**
Each of the parties hereto agree there will be no discrimination against any employee by either party with respect to race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, gender identity, gender expression, family status or handicap, as set forth in the Human Rights Code of Ontario.

The Hospital and the Union are committed to ensuring a work environment that is free from harassment. Harassment is defined as a “course of vexatious comments or conduct that is known or ought reasonably to be known to be unwelcome”, that denies individual dignity and respect on the basis of the grounds such as gender, disability, race, colour, sexual orientation or other prohibited grounds, as stated in the Ontario Human Rights Code. All employees are expected to treat others with courtesy and consideration and to discourage harassment. Ref. *Ontario Human Rights Code, Sec. 10(1)*.

Harassment may take many forms including verbal, physical or visual. Words or actions that disparage or cause humiliation to a person in relation to one of the prohibited grounds can occur in a variety of forms including inappropriate remarks, gestures, graphics or jokes.

The parties agree that harassment is in no way to be construed as properly discharged supervisory responsibilities, including the delegation of work assignments and/or the assessment of discipline.

If an employee believes that they have been harassed and/or discriminated against on the basis of any prohibited ground of discrimination, there are specific actions that may be undertaken. The employee should request the harasser to stop the unwanted behavior by informing the harassing individual(s) that the behavior is unwanted and unwelcome. Should the employee not feel comfortable addressing the harasser directly, they may request the assistance of the Coordinator or a

Union Representative. If the unwelcome behavior was to continue, the employee will consult the Hospital policy on harassment and will be free to pursue all avenues including the complaint investigation and resolution.

The parties agree that an employee may have a representative of the Union with them throughout the process, if requested.

ARTICLE 4 – NO STRIKE/NO LOCKOUT

- 4.01 The Union agrees there shall be no strikes and the Hospital agrees there shall be no lockouts so long as this Agreement continues to operate. The terms “strike” and “lockout” shall bear the meaning given them in the *Ontario Labour Relations Act*.

ARTICLE 5 – UNION SECURITY (Dues Deduction)

- 5.01 The Hospital will deduct from each employee from the first date of hire in the bargaining unit an amount equal to the regular monthly union dues designated by the Union. The amount of regular monthly dues shall be as certified to the Hospital by the Treasurer of the Union from time to time. The amounts deducted shall be remitted by the Hospital to the Union’s Accounting Department at 100 Lesmill Road, Toronto, Ontario no later than the 15th of the month following the month in which such deduction were made. In remitting such dues, the Hospital shall provide a list of the employees from whom deductions were made, including their job title and status (i.e. full-time, part-time, or on leave of absence greater than thirty (30) days. A copy of this list will be forwarded to the Local Union. In consideration of the deducting and forwarding of union dues by the Hospital, the Union agrees to indemnify and save harmless the Hospital against any claims or liabilities arising or resulting from the operation of this Article.

ARTICLE 6 – REPRESENTATION AND COMMITTEES

6.01 **Union Stewards**

The Hospital agrees to recognize three (3) union stewards to be elected or appointed from amongst the employees in the bargaining unit for the purpose of handling grievances as provided under this Collective Agreement.

Union stewards have their regular duties and responsibilities to perform for the Hospital and shall not leave their regular duties without first obtaining permission from their Coordinator or designate. Such permission shall not be unreasonably withheld. If, in the performance of their grievance duties, a union steward is

required to enter an area within the Hospital in which they are not ordinarily employed they shall report their presence to the Coordinator or designate in the area immediately upon entering it. When resuming their regular duties and responsibilities, such steward shall again report to their Coordinator or designate. A union steward shall suffer no loss of earnings for time spent in performing the above duties during their regular scheduled working hours.

6.02 Grievance Committee

The Hospital will recognize a grievance committee comprising of three (3) members to be elected or appointed from the bargaining unit. One member shall be chairperson. The purpose of the committee is to deal with grievances as set out in this Collective Agreement.

6.03 Labour-Management Committee

(a) The parties mutually agree that there are matters that would be beneficial if discussed at a Labour-Management Committee meeting during the term of this Agreement. The Committee shall be comprised of three (3) representative 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. Since the Hospital has two or more agreements with OPSEU, 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 Negotiating Committee

The Hospital agrees to recognize a negotiating committee comprised of four (4) members to be elected or appointed from the bargaining unit. It is understood that one (1) member must be either an Occupational Therapy Assistant (OTA) or Physiotherapy Assistant (PTA) and one (1) Pharmacy Technician or Medication System Technician (MST). 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.

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 responsible for the employer's labour relations or their 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 Professional Responsibility

(a) The Parties have a mutual interest in the provision of quality patient care. Therefore, when an employee, or group of employees, covered by this agreement and governed by an Ontario College under the *Regulated Health Professions Act*, have cause to believe that they are being asked to perform more work than is consistent with proper patient care it is agreed by the parties that such workload problems may be discussed by the local Labour-Management Committee. Such complaint must be filed in writing within fifteen (15) calendar days of the alleged improper assignment, using the form in Appendix A. This fifteen (15) day period shall include the attempt to resolve the issue at the unit/departamental level. The Coordinator or 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.

(b) If, after a thorough investigation, no consensus can be reached at Labour-Management Committee the parties will meet with the Director of the applicable program within thirty (30) days of referral to present the issues. The Director will notify the Union of the decision in writing within fourteen (14) days.

(c) 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 negotiations.

ARTICLE 7 – HEALTH AND SAFETY

- 7.01 The Hospital and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury, and illness in compliance with the *Occupational Health and Safety Act, RSO 1990*.
- 7.02 Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Joint Health and Safety Committee, one (1) representative selected or appointed by the Union from amongst Bargaining Unit employees.
- 7.03 Such committee shall identify potential dangers and hazards, recommend means of improving health and safety programs and recommend actions to be taken to improve conditions related to health and safety.
- 7.04 Meetings shall be held in accordance with the Terms of Reference of the Joint Health and Safety Committee or more frequently at the call of the Chairs if required. The committee shall maintain Minutes of all meetings and make the same available for review.
- 7.05 The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- 7.06 Any representatives appointed or selected in accordance with this Article shall service for a term of at least one (1) calendar year. A member of the Joint Health and Safety Committee shall be compensated for their time while attending meetings including preparation time in accordance with the *Occupational Health and Safety Act, RSO 1990*.
- 7.07 The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfil its functions. In addition, the Hospital will provide the Committee with access to all accident reports, health and safety records and any other pertinent information in its possession.
- 7.08 If incidents involving aggressive patient action occur, such action will be recorded and reviewed at the Joint Health and Safety Committee.
- 7.09 Where the Hospital identifies high risk areas where employees are exposed to infectious or communicable diseases for which there are available protective medications, such medications shall be provided at no cost to the employees.
- 7.10 Where possible, each year on April 28th at 1100 hours, the Employer will observe the memory of workers killed or injured on the job with "one (1) minute of silence".

ARTICLE 8 – GRIEVANCE AND ARBITRATION PROCEDURE

- 8.01 Employees shall have the right, upon request, to the presence of a Union Steward at any stage of the grievance procedure, including the complaint stage, or at any time when formal discipline is imposed. The Hospital agrees that it will not discipline an employee without just cause. Where the Hospital deems it necessary to suspend or discharge an employee, the Hospital shall notify the Union, in writing, of such suspension or discharge.
- 8.02 For the purpose of this Agreement, a grievance is defined as a difference arising between a member of the bargaining unit and the Hospital relating to the interpretation, application, administration or alleged violation of the Agreement.
- 8.03 It is the mutual desire of the parties hereto that complaints shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until they have first given their Coordinator or designate the opportunity of adjusting their complaint. Such complaint shall be discussed with their Coordinator or designate within seven (7) 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 seven (7) calendar days, it shall then be taken up as a grievance within the seven (7) calendar days following their Coordinator or designate's decision in the following manner and sequence:

(a) **Step 1**

The employee must submit the grievance through the Local Union, signed by the grievor and the Local Union President, or designate, to the Director responsible for the employer's labour relations or their designate, with a copy to the Coordinator or designate. The employee may be accompanied, if they so desire, by their union steward. The grievance shall identify the nature of the grievance, the remedy sought, and should specify the provisions of the Agreement which are alleged to have been violated.

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.

(b) **Step 2**

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.

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 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.

- (c) 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.
- (d) 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.
- (e) 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.
- (f) 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 Step 2 level within fourteen (14) calendar days following the circumstances giving rise to the grievance.

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

have instituted themselves and the regular grievance procedure shall not be thereby bypassed. Where the grievance is a Hospital grievance it shall be filed with the Local Union President or designate.

8.05 Group Grievance

Where a number of employees have identical grievances and each one would be entitled to grieve separately, they may present a group grievance in writing through the Local Union, signed by each employee who is grieving and the Local Union President, or designate, to the Director responsible for the employer's labour relations or their designate, within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred. The grievance shall then be treated in the manner as set out for an individual grievance.

8.06 Discharge Grievance

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

The Hospital agrees that it will not discharge, without just cause, an employee who has completed their probationary period. A claim by an employee who has completed their probationary period that they have been unjustly discharged shall be treated as a grievance. Such grievance shall be submitted through the Local Union, signed by the grievor and the Local Union President, or designate, to the Director responsible for the employer's labour relations or designate within seven (7) calendar days after the date the discharge is affected.

Such grievance may be settled by:

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

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

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

- 8.09 When either party requests that any matter be submitted to arbitration as provided in this Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time appoint a nominee. Within seven (7) calendar days thereafter, the other party shall appoint its nominee, provided however, that if such party fails to appoint its nominee as herein required, the Minister of Labour for the Province of Ontario shall have the power to make such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to agree upon a Chair of the Arbitration Board. If they are unable to agree upon such Chair within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a Chair.
- 8.10 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance, except as herein provided.
- 8.11 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.
- 8.12 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, or to alter, modify, add to or amend any part of this Agreement.
- 8.13 The proceedings of the Arbitration Board will be expedited by the parties. The decision of the majority, and where there is no majority, the decision of the Chair, will be final and binding upon the parties hereto and the employee(s).
- 8.14 Each of the parties will bear the expense of its nominee, and the parties will share equally the fees and expenses of the Chair of the Arbitration Board.
- 8.15 The time limits set out in this Article are mandatory and failure to comply strictly with such time limits, except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned.
- 8.16 The parties to this Agreement wish to encourage the settlement of grievances as soon as is possible and, wherever possible, without resort to arbitration. For these reasons:
- (a) The parties are encouraged to take advantage of the process for mediation/arbitration as provided for in S.50 of the *Labour Relations Act, 1995* (*R.S.O. 1995 as amended*) (the "Act").
 - (b) When the parties do not elect to use S.50 of the Act in the period commence immediately following the referral of a matter to arbitration, the parties will 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.

- 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 – CLEARING OF RECORD

- 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.

ARTICLE 10 – SENIORITY AND SERVICE

10.01 Probationary Period

Newly hired employees shall be considered on probation until after they have worked five hundred and twenty five (525) hours as an employee in the Bargaining Unit. Upon completion of such probationary period, the employee's name will be placed on the appropriate seniority list. It is understood that probationary period commences following the normal orientation period as defined by the hiring department. It is further understood that the normal orientation period cannot exceed four (4) weeks.

10.02 Seniority List

A seniority list will be maintained for each department four (4) times per year. The Hospital shall post such list on the Hospital's intranet. The Hospital will provide the Union with an electronic copy, indicating bargaining unit seniority.

Seniority as posted will be deemed to be final and not subject to complaint unless such complaint is made within thirty (30) days from the current date of posting.

10.03 **Seniority Accumulation**

(a) **Part-time Employees**

(i) Part-time employees shall have their seniority expressed on the basis of number of hours worked in the bargaining unit. This is for clarity only and therefore does not modify an employee's level of seniority under this collective agreement.

(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.

(iv) A part-time employee cannot accrue more than one thousand six hundred and fifty (1650) hours of seniority and service in a twelve (12) month period

(b) **Full-time employees**

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. This for clarity only and therefore does not modify an employee's level of seniority under this collective agreement.

(c) In the application of seniority, no employee's seniority date may pre-date their start date.

10.04 **Transfer of Seniority**

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

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

10.05 **Effect of Absence** (Full-time employees only)

- (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 they are participating for the period of the absence. The employee may arrange with the Hospital to prepay the full premium of any applicable subsidized benefits in which they are participating during the period of leave in excess of thirty (30) continuous days to ensure continuing coverage.

It is further understood that during such leave of absence, credit for seniority shall be suspended and not accrue during the period of absence. Notwithstanding this provision, seniority shall accrue if an employee's absence is due to disability resulting in WSIB benefits or LTD benefits including the period of the disability program covered by Employment Insurance.

(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.

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 their contributions.

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

10.06 **Loss of Service and Seniority**

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

(a) have been laid off for twenty-four (24) calendar months or twelve (12) calendar months in the case of employees with less than one (1) year of service and has an active valid license or registration;

(b) resign;

(c) are discharged and not reinstated through the grievance and arbitration procedure;

(d) retire;

(e) are 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 for the absence;

(f) have been laid off and is recalled and fails to return to work within seven (7) calendar days after the employee has been notified by the Hospital through registered mail to their last address on the records of the Hospital;

(g) fail to return to work upon the expiration of a leave of absence granted by the Hospital without permission in writing from the Hospital;

- (h) utilize a leave of absence for a purpose other than that for which it was granted, unless specifically permitted to do so by the Hospital in writing.

10.07 Transfer Outside of the Bargaining Unit

An employee who transfers to a Hospital position outside of the bargaining unit for a period of not more than twelve (12) months shall retain but not accumulate their seniority held at the time of the transfer. In the event this employee is returned to their former position in the bargaining unit if available or if not available returned to a comparable position at not less than their wages prior to the beginning of the transfer they shall be credited with seniority held at the time of transfer and resume accumulation from the date of their return to the bargaining unit. Union dues will continue to be deducted during this period. Such employee will only be permitted to transfer outside the bargaining unit one time. While such employee is outside the bargaining unit, this vacancy will be considered a temporary vacancy.

ARTICLE 11 – LAYOFF AND RECALL

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

- (a) (i) Provide the Union with no less than five (5) months' notice.
- (ii) Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided in (i) above shall be considered notice to the Union and any subsequently displaced employee of any subsequent layoff.
- (b) In the event of a layoff of a permanent or long term nature, the Hospital will provide affected employees with four (4) months' notice of layoff or pay in lieu thereof.

11.02 In all other cases of layoff, the Hospital shall give each employee in the Bargaining Unit who has acquired seniority two (2) weeks' notice.

11.03 Layoff notice shall not be required if the layoff occurs because of emergencies – for example – fire, power failure, act of nature, equipment breakdown or any other condition beyond the reasonable control of the Hospital.

- 11.04 (a) A layoff shall not include a reassignment of an employee (who would otherwise be entitled to notice of layoff) from their classification provided:
- (i) the reassignment of the employee is to an appropriate permanent job with the Hospital having regard to the employee's skills, abilities, qualifications and training or training requirements;
 - (ii) the reassignment of the employee does not result in reduction of the employee's wage rate or hours of work;
 - (iii) the job to which the employee is reassigned is on the same or substantially similar shift or shift rotation. If the job to which the employee is reassigned to is on a different shift or shift rotation, the Hospital will provide the employee with four (4) weeks' notice of these changes; and
 - (iv) where more than one (1) employee is to be reassigned in accordance with this provision, the reassigned employees shall be entitled to select from the available appropriate vacancies to which they are being reassigned in order of seniority provided no such selection causes or would cause a layoff or bumping.
- (b) The intent of this article is to avoid layoff(s) by reassigning, in reverse order of seniority within the relevant classification(s), to other classifications.
- (c) Any vacancy to which an employee is reassigned pursuant to paragraph (a) need not be posted.
- (d) It is understood and agreed that a full-time employee who was reassigned in accordance with paragraph 11.04(a) above will have the right to return to the classification they held prior to the reassignment should a full-time opening arise within that classification within a period of twenty-four (24) months from the date of the reassignment.
- (e) It is understood and agreed that a part-time employee who was reassigned in accordance with paragraph 11.04(a) above will have the right to return to the classification they held prior to the reassignment should a part-time opening arise within that classification within a period of twenty-four (24) months from the date of the reassignment.

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

(a) A full-time employee who is subject to layoff shall then have the right to either:

- (i) accept the layoff; or
- (ii) displace a full-time employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit, if the employee originally subject to layoff has the ability and qualifications to perform the duties of the lower or identical paying classification with training. The Hospital will provide such training to a maximum of two hundred and twenty-five (225) hours or six (6) weeks as necessary for the purpose of allowing an employee to satisfactorily assume the new duties. The amount of training necessary and required shall be determined by the Coordinator or designate after discussion with the employee and the Union; or
- (iii) If the laid off full-time employee is the most junior full-time employee, such employee may displace the most junior part-time employee in the bargaining unit subject to the employee having the ability and qualifications to perform the duties of the position and having more seniority than the individual being displaced regardless of the hours of work of this position.

Such employee so displaced shall be laid off subject to their rights under this section.

(b) A part-time employee who is subject to layoff shall then have the right to either:

- (i) accept the layoff; or
- (ii) displace a part-time employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit, if the employee originally subject to layoff has the ability and qualifications to perform the duties of the lower or identical paying classification with training. The Hospital will provide such training up to a maximum of two hundred and twenty-five (225) hours or six (6) weeks as necessary for the purpose of allowing an employee to satisfactorily assume the new duties. The amount of training necessary and required shall be determined by the Coordinator or designate after discussion with the employee and the Union; or

- (iii) if the laid off part-time employee is the most junior part-time employee, such part-time employee may displace the most junior full-time employee in the bargaining unit subject to the employee having the ability and qualifications to perform the duties of the position and having more seniority than the individual being displaced regardless of the hours of work of this position.

Such employee so displaced shall be laid off subject to their rights under this section.

- (c) Only when an employee has exhausted the layoff process under points (a) and (b) above would they have the right to displace an employee in a higher paying classification; provided the displacing employee is immediately qualified to perform the duties of the position and has more seniority.
- (d) The decision of the employee to choose an option outlined in 11.05 (a), (b) or (c) above shall be given in writing to the designated Hospital representative within seven (7) calendar days following the notification of layoff. Employees failing to do so will be deemed to have accepted the layoff.

11.06 For greater clarity, in exercising a right to displace another full-time or part-time employee in accordance with the provisions described above, a laid off or displaced full-time or part-time employee who seeks to displace an employee in a classification which required the incumbent to hold a certificate or license, such employee must currently hold any such certificate or license and must present such certificate or license to the designated Hospital representative at the time of interview for such classification.

11.07 **Recall**

- (a) Where a position or positions become available in a classification and status in which the layoff occurred, employees who retain seniority shall be recalled to positions in the classification and status from which they were laid off within twenty-four (24) calendar months, or twelve (12) calendar months in the case of employees with less than one (1) year of service, provided that they then have the ability to perform the available work and have an active valid license or registration.
- (b) Where a position or positions become available in a classification and status in which the displacement occurred, employees who retain seniority shall be recalled to positions in the classification and status from which they were displaced as a result of the exercise of the displacement procedure for the period of nine (9) months in the order of seniority, provided that they then have the qualifications and ability to perform the work.

- 11.08 No new employee shall be hired in the classification and status in which a layoff has taken place until all laid off employees, who retain seniority and are eligible for recall as prescribed by this article, have been given the opportunity to return to work.
- 11.09 (a) Full-time employees on notice of layoff or actually on layoff shall be given preference for temporary full-time vacancies occurring in their own classification, which are expected to last for at least three (3) months provided they have the bona fide qualifications and ability to perform the work. The full-time employee who has been offered such temporary vacancy shall not be required to accept such offer.
- (b) Part-time employees on notice of layoff or actually on layoff shall be given preference for temporary part-time vacancies occurring in their own classification, which are expected to last for at least three (3) months provided they have the bona fide qualifications and ability to perform the work. The part-time employee who has been offered such temporary vacancy shall not be required to accept such offer.
- (c) Laid off full-time and part-time employees accepting temporary work will have their recall period extended by the period of time actually worked.
- 11.10 In the event of a layoff of a full-time employee, such employee will be provided equivalent benefit coverage on the same basis as is provided to active employees for semi-private, extended health and dental benefits as defined in the Collective Agreement not to exceed three (3) months following the month in which the layoff occurred.
- 11.11 (a) Before issuing notice of long term layoff pursuant to Article 11.03, and following notice pursuant to Article 11.01(a), the Hospital will make offers of early retirement allowance in accordance with the following conditions:
- (i) The Hospital will first make offers in order of seniority in the 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.

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) week's salary.

(b) If after making offers of early retirement, individual layoff notices are still required, prior to issuing those notices the Hospital will offer a voluntary early exit option in accordance with the following conditions:

(i) The Hospital will first make offers in the 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.

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

(c) Where an employee has received individual notice of long term layoff under Article 11.03 such employee may resign and receive a separation allowance as follows:

(i) Where an employee resigns effective within thirty (30) days after receiving individual notice of long term layoff, they shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of sixteen (16) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation will be reimbursed for tuition fees up to a maximum of three thousand dollars (\$3,000.00).

(ii) Where an employee resigns effective later than thirty (30) days after receiving individual notice of long term layoff, they shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation will be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty dollars (\$1,250.00).

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

Service =	One year of service for each one thousand six hundred and fifty (1650) hours worked
Weekly Salary =	The employee's regular hourly rate on their last day times their normal weekly hours
Normal Weekly Hours =	Average hours worked over the preceding twenty six (26) weeks

ARTICLE 12 – TECHNOLOGICAL CHANGE

12.01 The Hospital agrees to notify the Union in advance, so far as is practicable, of any technological changes which the Hospital has decided to introduce which will significantly change the status of employees within the Bargaining Unit. The Hospital agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse effect, if any, upon employees concerned.

Technological Change means the automation of equipment, or the mechanism or automation of operations, or the replacement of existing equipment or machinery with new equipment or machinery that results in the displacement of an employee from their regular classification. 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 during which they may acquire the skills necessitated by the new method of operation. There shall be no reduction in wage or salary rates during the training period of any such employee. The Hospital will endeavour to schedule such training during the employees regularly scheduled hours of work.

ARTICLE 13 – JOB POSTING, PROMOTION AND TRANSFER

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

The local president or designate will be able to access the electronic copies of the job postings.

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

- (i) illness;
 - (ii) accident;
 - (iii) pregnancy and parental leaves of absence;
 - (iv) leave of absence not expected to exceed twelve (12) months;
 - (v) vacation;
 - (vi) specific tasks not expected to exceed six (6) months;
 - (vii) where temporary vacancies occur as a result of special one-time funding, the parties may agree to extend the timeline.
- (b) In filling posted vacancies the selection shall be made on the basis of bargaining unit seniority within the same classification at the time of the posted vacancy, provided such applicant:
- (i) has the ability to perform the work of the classification; and
 - (ii) does not have discipline on their record of a suspension at any level; and
 - (iii) demonstrates the ability to attend work on a regular basis
- (c) In filling temporary vacancies of greater than sixty (60) days, 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 13.01(b).

Where regular or casual part-time workers fill temporary full-time vacancies, such employees shall maintain their regular or casual part-time status, and shall be covered by the part-time terms of the collective agreement. Upon completion of the temporary vacancy, the bargaining unit employee will be returned to their former position. Such employees shall continue to accrue seniority while filling a temporary vacancy. 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.

(d) The local President or designate will be able to access electronic copies of the job postings.

13.02 Notices of vacancies referred to in 13.01 shall include, for informational purposes: department, classification, qualification.

13.03 The name of the successful applicant will be posted electronically and a copy sent to the local President or their designate.

13.04 The Hospital agrees to discuss with unsuccessful applicants ways in which they can improve for future postings, if required.

13.05 **Process for Posting Developmental Opportunities**

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.

- 13.06 An employee who is promoted to a higher rated classification within the bargaining unit will be placed in the range of the higher rated classification so that they shall receive no less an increase in wage rate than the equivalent of one step in the wage rate of their previous classification (provided that they do not exceed the wage rate of the classification to which they have been promoted).

The employee's anniversary date shall be adjusted.

- 13.07 An employee selected as a result of a posted vacancy need not be considered for a further vacancy for a period of up to six (6) months from their date of selection.

ARTICLE 14 – LEAVES OF ABSENCE

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 Coordinator or designate. Such requests are to be submitted as far in advance as possible and a written reply will be given. Such leave shall not be unreasonably withheld.
- (b) Employees are entitled to unpaid Personal Emergency Leave or Family Medical Leave in accordance with the provisions of the *Employment Standards Act* as amended from time to time. In doing so, the employee must provide their Coordinator 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.

It is also understood that requests for such leave are to be submitted in writing to the Director responsible for the employer's labour relations or their

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.

(i) The Hospital agrees to grant six (6) paid leave days at seven and one-half hours (7 ½) each calendar year to one (1) Local Officer 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.

(ii) It is agreed that up to two (2) employees may be absent at any one time, from any one department. Should; there be a request for a third employee from the same department, the Hospital will endeavour to consider such leave for this employee.

(b) **Union Position Leave – FT**

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, 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.

14.03 **Bereavement Leave**

Any employee who notifies the employer as soon as possible following a bereavement shall be granted up to five (5) consecutive working days off without loss of regular pay, for hours scheduled within the seven (7) calendar days commencing with the day of death of a member of their immediate family. "Immediate family" means spouse, common-law spouse, partner of the same sex, child or step-child and parents.

In the event of the death of an employee's step-parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent or grandchild, and upon notification to the Hospital, an employee shall be granted three (3) consecutive working days off without loss of regular pay for hours scheduled with seven (7) calendar days commencing with the day of death.

An employee shall be granted one (1) day bereavement leave without loss of regular pay for scheduled hours to attend the funeral of their aunt, uncle, niece and nephew.

For clarification, if such employee is on an approved vacation leave of absence, they will be coded bereavement leave instead of vacation leave for the qualifying days.

Where an employee does not qualify under the above conditions, the Hospital may nonetheless grant a paid bereavement leave. The Hospital in its discretion, may extend such leave with or without pay.

For employees working extended hours, three (3) scheduled working days shall be expressed in terms of twenty two and a half (22.5) hours and five (5) consecutive days shall be expressed in terms of thirty seven and a half (37.5) hours.

An employee can utilize one (1) of their entitlement, as determined above, within four (4) months following the date of bereavement for the purposes of attending a burial or memorial service.

14.04 **Jury/ Witness Duty**

(a) An employee who is required and who reports for jury duty or is subpoenaed as a witness in connection with their employment at the Hospital or is required by subpoena to attend court in a case where the crown is a party and notifies the Hospital promptly of their jury duty or the fact that they were subpoenaed, as the case may be, shall, for any time necessarily lost from their regularly scheduled work as a result thereof be paid their regular straight time rate of pay. The employee shall present proof of service requiring their attendance.

The employee will refund the Hospital any payment for jury or witness duty. Allowances for meal and travel expenses shall not be taken into account, nor will any compensation received for jury or witness duty on a day the employee was not otherwise scheduled to be at work.

- (b) Part-time employees will be credited for seniority for time spent on such leave on the basis of what the employees would have worked had they not been on jury duty provided the employee concerned advises the union of the request for such adjustment within two (2) weeks of the end of the jury duty. The seniority credit will be based on the average of the hours worked by the employee in the two (2) pay periods preceding the commencement of the leave.

14.05 **Pregnancy Leave**

- (a) In accordance with the provisions of the *Employment Standards Act*, except where amended in this provision, an employee who is pregnant and who has been employed for at least thirteen (13) weeks immediately preceding their due date shall be entitled, upon their written application therefore, to a leave of seventeen (17) weeks from their employment or such shorter leave of absence as the employee may request commencing during the period of seventeen (17) weeks immediately preceding their due date.

An employee on leave as set out above who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 18 of the *Employment Insurance Act*, shall be paid a supplemental employment benefit. That benefit will be the equivalent to the difference between eighty four percent (84%) of their regular weekly earnings and the sum of their weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the one-week (1) Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance claim documentation as proof that they are in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks.

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

The employee does not have any vested right except to receive payments for the covered unemployment period. The Plan provides that payments 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.

The employee shall give the Hospital four (4) weeks notice in writing prior to the day upon which they intend to commence their leave of absence and shall

furnish the Hospital with the Certificate of a legally qualified medical practitioner stating that they are pregnant and giving the estimated day upon which their delivery will occur in their opinion. An employee may, if they desire to return to work, shorten the duration of the leave of absence requested upon giving the Hospital four (4) weeks notice of their intention to do so and furnishing the Hospital with the certificate of a legally qualified medical practitioner stating that they are able to resume their work.

The Hospital may request the employee to begin the leave of absence at such time as in its opinion the duties of their position cannot reasonably be performed by a pregnant woman or the performance of their work is materially affected by the pregnancy. The employee shall, if requested by the Hospital, furnish medical proof of their fitness to resume their employment following the leave of absence.

Credits for service and seniority shall accumulate while an employee is on pregnancy leave for up to seventeen (17) weeks from the commencement of the leave.

Credits for part-time employees for service and seniority shall accumulate while an employee is on such leave on the basis of what the employee's normal regular hours of work would have been.

The Hospital will continue to pay to full-time and part-time employees its share of the premiums of the subsidized employee benefits in which the employee is participating for the initial seventeen (17) weeks from the commencement of the leave unless the employee gives the Hospital a written notice that the employee does not intend to pay the employee's contributions if any.

No leave granted under the provisions of this Article will be considered sick leave and sick leave credits may not be used. An employee intending to resume employment with the Hospital is required to advise the Hospital in writing two (2) weeks prior to the expiry of the leave of absence for pregnancy. Subject to any changes to the employee's status which would have occurred had they not been on pregnancy leave, the employee shall be reinstated to their former position, if available, or given a comparable position at not less than their wages when they began their leave of absence.

(b) Parental Leave

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

An employee who has taken a pregnancy leave under Article 27.02 (a) is eligible to be granted a parental leave of up to thirty five (35) weeks duration in accordance with the *Employment Standards Act*. An employee who is

eligible for a parental leave who is the natural father or is an adoptive parent is eligible to be granted a parental leave of up to thirty seven (37) weeks duration. In cases of adoption, the employee shall advise the Hospital as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing the request may be made verbally and subsequently verified in writing.

An employee on leave as set out above who has applied for and is in receipt of Employment Insurance Parental Benefits pursuant to Section 20 of the *Employment Insurance Act*, shall be paid a Supplemental Unemployment Benefit. That benefit will be equivalent to the difference between eighty four percent (84%) of their regular weekly earnings and the sum of their weekly Employment Insurance Benefits and any other earnings. Such payment shall commence following completion of the one (1) week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance claim documentation as proof that they are in receipt of Employment Insurance Parental Benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks.

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

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

Credits for seniority and service shall accumulate while an employee is on Parental leave.

Credits for part-time employees for service and seniority shall accumulate while an employee is on such leave on the basis of what the employee's normal regular hours of work would have been.

The Hospital will continue to pay to full-time and part-time employees, its share of the premiums of the subsidized employee benefits in which the employee is participating for up to thirty five (35) weeks from the commencement of the leave while the employee is on parental leave unless the employee gives the Hospital a written notice that the employee does not intend to pay the employee's contribution if any.

An employee intending to resume employment with the Hospital is required to advise the Hospital in writing four (4) weeks prior to the expiry of the Parental Leave of Absence. Subject to any changes to the employee's status which would have occurred if they had not been on parental leave the employee shall be reinstated to their former position, if available, or given a comparable position at not less than their wages when they began their leave of absence.

(c) **Supplemental Unemployment Benefit (SUB) for an Extended Parental Leave**

The SUB benefits will be the equivalent to the difference between sixty-two percent (62%) of their regular weekly earnings and the sum of their weekly Employment Insurance Benefits and any other earnings. Such payment shall commence following completion of the one (1) week Employment Insurance waiting period and receipt by the Hospital of the employee's Employment Insurance payment proof that they are in receipt of Employment Insurance Extended Parental Leave Benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks.

14.06 **Education Leave**

- (a) Where full-time and part-time employees are required by the Hospital to take courses to upgrade or acquire new employment qualifications, the Hospital shall pay the full costs associated with the courses.
- (b) If required by the Hospital, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade their employment qualifications.
- (c) A leave of absence without pay, to take further education related to the employee's work with the Hospital may be granted upon written application by the employee to the Hospital. It is further understood and agreed that the Hospital will, whenever its operational requirements permit, endeavour to arrange the shifts of the employees attending courses or seminars to permit such attendance.

14.07 **Professional College Leave**

An employee, who is a member of a professional college and who is required as a condition of employment to be a member of a professional college, shall be entitled to a leave of absence without loss of earning from their regularly scheduled working hours for the purpose of writing re-certification examinations set by the College according to its quality assurance program.

14.08 **Military Leave**

- (a) An employee may be granted unpaid leave without loss of service or seniority for the purpose of fulfilling their minimum training requirements to maintain their

status in the Canadian Reserve Force. Such leave shall not exceed ten (10) working days per calendar year. Requests must be made in writing and will be considered on an individual basis by the employee's Coordinator or designate. Such requests are to be submitted as far in advance as possible.

- (b) Any requests for military leaves exceeding ten (10) working days per calendar year 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

15.01 This provision applies to full-time employees only.

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.

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.

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).

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.

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 sixty (60) days of its inception, unless that time is extended by mutual agreement of the Hospital and OPSEU.

An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Workers' Compensation for a period longer than one (1) 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.

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

ARTICLE 16 – HOURS OF WORK AND OVERTIME

16.01 The regular work day for employees is defined as consisting of seven and one-half (7 ½) consecutive hours with a one-half (1/2) hour unpaid lunch break. The regular work week is defined as thirty-seven and one half (37 ½) hours per week exclusive of unpaid meal times during a bi-weekly period.

16.02 For employees working a regular work day of seven and one-half (7 ½) hours, all authorized time in excess of seven and one-half (7 ½) hours in a day or seventy five (75) hours in a two (2) week pay period, exclusive of meal time, shall be considered as overtime and be paid at the rate of time and one-half (1 ½) the employee's straight time hourly rate of pay.

16.03 Subject to the need for assigning work with a minimum of delay, the Hospital agrees to equalize overtime work opportunities on a continuing, ongoing basis among all full-time employees, within a classification and work area or department, who are qualified and normally perform the required work.

The procedure to be followed in equalizing the overtime work opportunities will be:

(a) Such work opportunities will be offered to the most senior full time employee within the classification and work area or department concerned on the basis of lowest overtime hours. For clarification, lowest overtime hours is the total of overtime hours worked, overtime hours accepted but not worked and overtime hours refused. If an employee is on a leave of absence (e.g. vacation, sick leave of absence, unpaid leave of absence, personal leave of

absence, pregnancy/parental leave of absence, bereavement leave of absence, education leave of absence, etc.) these hours will be considered overtime hours refused. Overtime hours offered will be deemed refused immediately after the call is placed to an employee with no response.

- (b) New full-time employees in a classification and work area or department concerned will be deemed to have the highest overtime hours worked by an employee in the classification and work area or department to which they are assigned.
- (c) Full-time employees who do not wish to work overtime shifts shall notify their Coordinator or designate in writing by January 1st and June 1st each year.
- (d) The Hospital will keep a record of all overtime hours worked. The Hospital agrees to prepare overtime lists which will show overtime hours worked by full-time employees within a classification and work area or department. These lists will be posted within the various work areas or departments every pay period.
- (e) In the event a full-time employee is overlooked in carrying out the equalization procedure as set out above, that full-time employee will be provided the next scheduled overtime work opportunity within their classification and work area or department concerned notwithstanding any other provision in this agreement.
- (f) At the beginning of each calendar year all full-time employees' hours will be reset to zero (0) hours.

16.04 Where an employee has worked and accumulated approved overtime hours up to a maximum of the equivalent of thirty seven and one half (37.5) hours accumulation at any one (1) time, then such employee shall have the option of electing payment at the applicable overtime rate or time off equivalent to the applicable overtime rate. Any such time off must be scheduled at time mutually agreeable to the employee and the Hospital. Any banked time that is not scheduled prior to December 31st will be paid out.

16.05 **Rest Periods**

- (a) All employees working a shift of four (4) hours will be allowed a rest period of fifteen (15) minutes without loss of pay at times to be determined by the Hospital.
- (b) All employees working a seven and one-half (7 ½) shift will be allowed two (2) periods of fifteen (15) minutes each or (1) period of thirty (30) minutes without loss of pay at times to be determined by the Hospital.

16.06 **Scheduling**

- (a) Work schedules of four (4) weeks duration for full-time and part-time employees shall be posted at least four (4) weeks in advance subject to call-ins. The Hospital will notify the affected employees of any changes therein. The Hospital will endeavour to keep such changes to a minimum.
- (b) The Hospital will arrange work schedules for full-time employees so that they won't be scheduled more than five (5) consecutive days without two (2) consecutive days off.
- (c) The Hospital will schedule at least two (2) weekends off in three (3) for full-time employees averaged over the period of the rotating schedule. The Hospital will endeavour to schedule part-time employees at least one (1) weekend off in three (3).
- (d) Any exceptions of the foregoing sub-paragraphs (b) and (c) will be by mutual agreement between the Hospital and the employees concerned. Prior to implementing any agreement to an exception between the Hospital and the employee, the Hospital will consult with the Union.
- (e) For full-time and part-time employees, a period of no less than two (2) consecutive shifts off shall be scheduled between a change of shift and at least six (6) consecutive shifts (i.e. two (2) days) shall be scheduled following scheduled night shifts.
- (f) For full-time and part-time employees, it is agreed that regular work schedules shall not include split shifts.

- 16.07 (a) The Hospital and the Union agree that notwithstanding the fact that an employee may have worked in excess of their normal daily shift (e.g. 7.5 hour shift) or in excess of the average weekly hours they will not be eligible for overtime where it is a result of a changeover to daylight saving from standard time or vice versa.
- (b) Employees are entitled to be paid for the hours actually worked. This means, that an employee normally scheduled to work a seven and one half (7.5) shift, who works only six and one half (6.5) hours as a result of the change to daylight savings time in the spring is paid only six and one half (6.5) hours. Similarly an employee normally scheduled to work a seven and one half (7.5) hour shift who works eight and one half (8.5) hours as a result of the change back to standard

time in the fall, is paid eight and one half (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 Part-time 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 for known available shifts within their classification and work area or department up to twenty-four (24) hours in a week or forty-eight (48) hours in a pay period. Part-time schedules will be posted four (4) weeks in advance of the relevant four (4) week scheduling period.
- (b) Part-time employees who wish to work additional shifts must complete and submit a Part-time non-availability form, confirming non-availability for the scheduling period, to their Manager or designate no later than 4 pm, four (4) calendar days following the posting of the initial schedule. Failure to provide a completed non-availability form will confirm full availability. After the initial schedule has been posted, additional shifts over the posted period within a given classification and work area or department will be scheduled to the part-time employees in their work area or department on the basis of seniority and their confirmed availability. The final schedule will be posted seven (7) calendar days following the initial. After the final schedule has been posted, all additional shifts that become available over the posted period will be offered to the part-time employees on the basis of seniority and availability, provided such shift does not trigger the overtime provisions of the collection agreement and provided such shift does not violate Employment Standards legislation. For clarification, seniority will be based on the most recent posted seniority list.
- (c) Part-time employees who do not wish to work additional shifts shall notify their Coordinator 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 Coordinator 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.
- (d) Any available shifts remaining that are not covered by part-time staff shall be offered to the casual staff, within their classification and work area or Department, provided such shift does not trigger the overtime provisions of the collection agreement and that such shift does not violate Employment Standards Legislation. For clarification, seniority will be based on the most recent posted seniority list.

- (e) Further, after the above steps have been exhausted, if there are uncovered shifts remaining, the hospital shall offer these shifts at overtime pay to full-time staff in accordance with Article 16.03, within their classification and work area or department, provided such shift does not violate the Employment Standards legislation. For clarification, seniority will be based on the most recent posted seniority list.
- (f) Further still, if there are uncovered shifts remaining, the hospital shall offer these shifts at overtime pay to part-time staff if they have already worked thirty seven and one half (37.5) hours in a week or seventy five (75) hours in a pay period, based on seniority, within their classification and work area or department provided such shift does not violate Employment Standards Legislation. For clarification, seniority will be based on the most recent posted seniority list.
- (g) Further still, if there are uncovered shifts remaining, the hospital shall offer these shifts at overtime pay to casual staff if they have already worked thirty seven and a half (37.5) hours in a week or seventy five (75) hours in a pay period, based on seniority, within their classification and work area or department provided such shift does not violate Employment Standards Legislation. For clarification, seniority will be based on the most recent posted seniority list.
- (h) An employee who is overlooked in the process outlined above, 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.

16.09 Missed Meal Breaks

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

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

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

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

ARTICLE 17 - PREMIUM PAYMENTS AND TRANSPORTATION ALLOWANCE

17.01 Standby Pay

The Hospital agree to pay three dollars and twenty cents (\$3.20) per hour to employees required to standby or remain available for call-in duty. Standby pay shall cease where the employee is called in to work under Article 17.09 and works during the period of standby.

17.02 Shift Premium

Each employee shall receive a shift premium at a rate of one dollar and twenty five cents (\$1.25) per hour worked for each shift which commences between 1400-2400 hours. When an employee commences work at or prior to 1400 hours, they are paid the shift premium for all hours worked after 1400 hours, providing the majority of the normal shift hours are worked after 1400 hours. Shift premium is in addition to any other applicable premium, but shall not be pyramided by any overtime payment.

17.03 Weekend Premium

Each employee is to be paid a weekend premium at a rate of one dollar and thirty five cents (\$1.35) per hour worked between 2300 hours Friday and 2300 hours Sunday. Weekend premium is in addition to any other applicable premium but shall not be pyramided by any overtime payment.

17.04 Meal Allowance

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

17.05 Responsibility Pay

Where an employee is assigned temporarily to perform the responsibilities of a higher paying classification in or out of the bargaining unit, for one (1) full shift or more, they shall be paid a premium of seventy (\$0.70) cents per hour for the duration of the assignment.

17.06 Change of Schedule

The Hospital shall provide at least forty-eight (48) hours' notice of change of schedule to the employee concerned, resulting from sickness, and emergency situations, and in any event the Hospital will endeavour to keep such changes to a minimum. If schedule changes are made without such notice, the first altered shift worked by an employee within the forty-eight (48) hour period shall be paid at the rate of one and one-half (1 ½) times their regular rate of pay

17.07 **Weekend Premium**

(This section is only applicable to full-time employees.)

The Hospital will schedule at least two (2) weekends off in three (3). If a full-time employee is required to work a third (3rd) subsequent weekend, the employee will be paid at the overtime rate for all hours worked on a third (3rd) consecutive weekend and any subsequent weekend until a weekend is scheduled off, save and except where:

- (a) such weekend has been worked by an employee to satisfy specific days off requested by such employee, or
- (b) such employee has requested weekend work, or
- (c) such weekend is worked as a result of an exchange of shifts with another employee.

17.08 **Reporting Pay**

Employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available, will be paid at least four (4) hours unless work is not available due to a labour dispute or conditions beyond the control of the Hospital. The reporting allowance as outline herein shall not apply whenever an employee has received prior notice not to report for work.

17.09 **Call Back Pay**

A full-time employee called back to work after leaving the premises who reports to work outside their normal, scheduled hours of work will receive, no matter what period of time is actually worked, no less than the equivalent of four (4) hours pay at time and one half (1 ½) their regular straight time hourly rate. For purposes of clarity, this paragraph shall not apply to employees who are scheduled to work overtime by reporting to work before the commencement of their normal shift. Any calls that occur during the minimum guarantee period will be covered by the minimum guarantee.

17.10 Call-backs to and from the Hospital shall be paid in total by the Hospital as follows:

LTC Bus Fare paid in full;
Personal Auto – Ten Dollars (\$10.00) per round trip;
Taxi Service – Fare paid in full upon submission of appropriate receipts.

17.11 Where an employee is called at home to assist with a problem and does not report for work, an allowance of two (2) hours straight time pay or time off in lieu will be paid.

ARTICLE 18 – PAID HOLIDAYS

18.01 A full-time employee who has completed thirty (30) days of employment and otherwise qualifies under Article 18.04 hereunder shall receive the following paid holidays:

- New Year's Day – January 1st
- Family Day (3rd Monday in February)
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day – July 1st
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Remembrance Day – November 11th
- Christmas Day – December 25th
- Boxing Day – December 26th

18.02 Should the Hospital be required to observe additional paid holidays as a result of legislation, it is understood that one of the existing holidays recognized by the Hospital shall be established as the legislated holiday after discussion with the Union, so that the Hospital's obligation to provide for twelve (12) paid holidays remains unchanged.

18.03 Holiday pay is defined as the amount of regular straight time, hourly pay (seven and a half (7 ½) hours) exclusive of shift premium which an employee would have received had they worked a normal shift on the holiday in question.

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

- (a) verified illness or accident which commenced in the current or previous pay period in which the holiday occurred;
- (b) layoff for a period not exceeding five (5) calendar days, inclusive of the holiday;
- (c) a leave of absence for a period not exceeding five (5) calendar days, inclusive of the holiday;
- (d) vacation granted by the Hospital;

(e) the employee's regular scheduled day off.

18.05 A full-time employee who qualifies under Article 18.04, and is required to work on any of the above-named holidays, will, at the option of the Hospital, which shall take into account in its decision the request of the employee, receive either:

(a) pay for all hours worked on such day at the rate of one and one-half ($1\frac{1}{2}$) times their regular straight time rate of pay in addition to their regular straight time rate of pay; or

(b) pay at the rate of time and one-half ($1\frac{1}{2}$) the employee's regular straight time rate of pay for work performed on such holiday and a lieu day off at regular straight time rate of pay within thirty (30) days before or within forty-five (45) days following the holiday. Such lieu day off to be selected by the employee and the Coordinator or designated by mutual agreement. Failing such mutual agreement, the lieu day will be scheduled by the Coordinator or designate. Employees will not be permitted to carry a balance greater than minus twenty-two and one half ($22\frac{1}{2}$) hours in their paid holiday bank.

18.06 A full-time employee who is scheduled to work a paid holiday and who fails to do so shall lose their entitlement to holiday pay unless the employee provides a reason for such absence which is satisfactory to the Hospital.

18.07 If a paid holiday falls during a full-time employee's vacation, their vacation shall be extended accordingly, provided the employee qualifies for the holiday pay.

18.08 If a paid holiday falls during a full-time employee's regular day off, another day off shall be selected by the employee and the Coordinator or designate by mutual agreement within thirty (30) days before or within forty-five (45) following the holiday, providing the employee qualifies for the holiday pay. Failing such mutual agreement, the lieu day will be scheduled by the Coordinator or designate. Employees will not be permitted to carry a balance greater than minus twenty-two and one half ($22\frac{1}{2}$) hours in their paid holiday bank.

18.09 A full-time employee entitled to holiday pay shall not receive sick leave pay to which they may otherwise have been entitled.

18.10 A part-time employee who is required to work on a Holiday shall receive pay at the rate of time and one half the employee's regular straight time hourly rate of pay for all time worked on such holiday.

18.11 Premium pay of time and one half (1 ½) will be paid for all hours worked between 0001 hours and 2400 hours on the day of the paid holidays listed in this article.

ARTICLE 19 – VACATION

19.01 Full-time Employee Vacation

Full-time Employees working for the Hospital shall be entitled to vacation computed on the following basis according to the individual employee's length of continuous service.

- (a) Employees who have completed less than one (1) year of continuous service shall be entitled to an annual vacation of one (1) day for each completed month of service to a maximum of nine (9) working days and shall be paid four percent (4%) of their earnings during the vacation year.
- (b) An employee with more than one (1) year of continuous service but less than five (5) years of continuous service shall be entitled to an annual vacation of three (3) weeks with pay at their regular straight time hourly rate.
- (c) An employee with more than five (5) years of continuous service but less than twelve (12) years of continuous service shall be entitled to an annual vacation of four (4) weeks with pay at their regular straight time hourly rate.
- (d) An employee who has completed more than twelve (12) years of continuous service but less than twenty-one (21) years of continuous service shall be entitled to an annual vacation of five (5) weeks with pay at their regular straight time hourly rate.
- (e) An employee who has completed more than twenty-one (21) years of continuous service but less than twenty-seven (27) years shall be entitled to an annual vacation of six (6) weeks with pay at their regular straight time hourly rate.
- (f) An employee who has completed more than twenty-seven (27) years of continuous service shall be entitled to an annual vacation of seven (7) weeks with pay at their regular straight time hourly rate.

19.02 Part-time Vacation Pay

The practice of payment for earned vacation will be as per the following:

All part-time employees shall be paid vacation pay based on the following formula:

- (i) Start of Employment 4% of earnings
- (ii) After 1,650 hours worked 6% of earnings

- (iii) After 8,250 hours worked 8% of earnings
- (iv) After 19,800 hours worked 10% of earnings
- (v) After 34,650 hours worked 12% of earnings
- (vi) After 44,550 hours worked 14% of earnings

19.03 **Part-time Vacation Leave**

(a) All part-time employees are eligible for vacation leave without pay based on the following:

- (i) Start of Employment – 2 weeks
- (ii) After 1,650 hours worked – 3 weeks
- (iii) After 8,250 hours worked – 4 weeks
- (iv) After 19,800 hours worked – 5 weeks
- (v) After 34,650 hours worked – 6 weeks
- (vi) After 44,550 hours worked – 7 weeks

(b) A week of vacation for Regular Part-time employees shall consist of seven (7) consecutive calendar days commencing Monday through Sunday inclusive. These hours will not be considered hours refused for purposes of equalization as per Article 16.

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

	2 weeks entitlement or the maximum individual days	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	2 days	3 days	4 days	5 days	6 days	7 days
391-780	4 days	6 days	8 days	10 days	12 days	14 days
781-1170	6 days	9 days	12 days	15 days	18 days	21 days
1171-1560	8 days	12 days	16 days	20 days	24 days	28 days
1561-1950	10 days	15 days	20 days	25 days	30 days	35 days

(ii) Part-time employees must choose their unpaid vacation time off in

calendar weeks or individual days no later than 12pm on January 12th.

19.04 The time of vacation for each employee each year will be mutually arranged between the employees and the Hospital, taking into account adequate coverage of departments. If there is a dispute over a respective vacation date between employees, seniority of an employee shall be the governing factor, provided that the senior employee's vacation request is submitted in accordance with the requirements of their department. In addition, should the parties be unable to mutually agree upon the time, the decision will be that of the Hospital. An employee shall be entitled to receive their vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Hospital.

(a)

For the period of	January 17, 2020 – April 9, 2020	April 10, 2020 – June 18, 2020	June 19, 2020 – October 22, 2020	October 23, 2020- January 14, 2021
1. The Hospital will post a calendar for the applicable period. The Hospital will determine the maximum number of employees allowed off on vacation for each day of the vacation period.	September 20, 2019	December 13, 2019	March 6, 2020	July 10, 2020
2. Vacation requests for the one-third (1/3) of the most senior employees in the department and classification may be submitted in writing by the respective dates.	October 3, 2019	January 10, 2020	March 27, 2020	July 24, 2020
3. These employees will be notified of vacation approvals or denials in writing. The Hospital will post the calendar with the names of employees approve vacation requests by the respective dates.	October 10, 2019	January 17, 2020	April 3, 2020	July 31, 2020

4. Vacation requests for the one-third (1/3) of the most senior employees who have been denied their vacation request(s) and the remaining employees in the department and classification may be submitted in writing by the respective dates.	October 17, 2019	January 24, 2020	April 17, 2020	August 7, 2020
5. These employees will be notified of vacation approvals or denials in writing. The Hospital will post the updated calendar with the names of employees approved vacation requests by the respective dates.	October 24, 2019	February 7, 2020	May 1, 2020	August 21, 2020
6. Vacation requests for the remaining employees who have been denied their vacation request(s) in the department and classification may be submitted in writing by the respective dates.	October 31, 2019	February 7, 2020	May 1, 2020	August 21, 2020
7. These employees will be notified of the vacation approvals or denials in writing. The Hospital will post the final calendar with the names of employees approved vacation requests by the respective dates. Vacation submitted after the respective dates will be considered on a first come first served basis subject to operational requirements. Such vacation requests will be responded in writing by	November 7, 2019	February 14, 2020	May 8, 2020	August 28, 2020

the Coordinator or designate within three (3) weeks from the date the employee submits such vacation request. It is understood that the maximum number of employees allowed off for vacation as originally posted on the calendar will no longer apply.				
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For the period of	January 15, 2021 – April 8, 2021	April 9, 2021 – June 18, 2021	June 19, 2021 – October 21, 2021	October 22, 2021- January 13, 2022
1. The Hospital will post a calendar for the applicable period. The Hospital will determine the maximum number of employees allowed off on vacation for each day of the vacation period.	September 18, 2020	December 11, 2020	March 5, 2021	July 9, 2021
2. Vacation requests for the one-third (1/3) of the most senior employees in the department and classification may be submitted in writing by the respective dates.	October 2, 2020	January 8, 2021	March 26, 2021	July 16, 2021
3. These employees will be notified of vacation approvals or denials in writing. The Hospital will post the calendar with the names of employees approve vacation requests by the respective dates.	October 16, 2020	January 15, 2021	April 2, 2021	July 30, 2021
4. Vacation requests for the one-third (1/3) of the most senior employees who have been denied their vacation request(s) and the remaining employees in the department and classification may be submitted in writing by the respective dates.	October 23, 2020	January 22, 2021	April 16, 2021	August 6, 2021

5. These employees will be notified of vacation approvals or denials in writing. The Hospital will post the updated calendar with the names of employees approved vacation requests by the respective dates.	October 30, 2020	January 29, 2021	April 30, 2021	August 13, 2021
6. Vacation requests for the remaining employees who have been denied their vacation request(s) in the department and classification may be submitted in writing by the respective dates.	November 6, 2020	February 5, 2021	April 30, 2021	August 20, 2021
7. These employees will be notified of the vacation approvals or denials in writing. The Hospital will post the final calendar with the names of employees approved vacation requests by the respective dates. Vacation submitted after the respective dates will be considered on a first come first served basis subject to operational requirements. Such vacation requests will be responded in writing by the Coordinator or designate within three (3) weeks from the date the employee submits such vacation request. It is understood that the maximum number of employees allowed off for vacation as originally posted on the calendar will no longer apply.	November 13, 2020	February 12, 2021	May 7, 2021	August 27, 2021

- (b) The Hospital may cancel the employee's vacation in the case of an emergency.
- 19.05 Employees on leaves of absences greater than thirty (30) days will not receive paid vacation during such leave. The employee can take unpaid vacation in accordance with their entitlement. Should an employee work for the Hospital during such leave, they will receive four (4%) percent vacation pay on all regular hours worked.
- 19.06 An employee who leaves the employ of the Hospital for any reason shall be paid the vacation allowance due to them at the time of their termination as provided herein.
- 19.07 Any carryover of vacation from one vacation year to the next vacation year may be approved by the employees Coordinator or designate.
- 19.08 (a) An employee who becomes sick immediately prior to going on vacation and is thus prevented from taking vacation shall have their vacation rescheduled after all other vacation periods have been granted in accordance with article 19.04, providing the employee provides satisfactory evidence to the Hospital's Occupational Health and Safety Services of such illness.
- (b) If during the employee's vacation they become incapacitated and are hospitalized, the duration of such confinement shall be considered as sick time and any unused vacation will be rescheduled in accordance with Article 19.04. The employee is responsible for notifying the Hospital's Occupational Health and Safety Services and their Coordinator or designate of such hospitalization when it occurs. The employee may be required to justify the illness in writing to the Hospital's Occupational Health Safety Services.
- 19.09 A maximum of seventy-five (75) hours of vacation may be carried over from this vacation year to the next vacation year. Such approval shall not be unreasonably denied for special circumstances. Any additional carryover of vacation from one vacation year to the next vacation year may be approved by the employee's Coordinator or designate.

ARTICLE 20 – HEALTH AND WELFARE BENEFITS

- 20.01 (a) **Semi-private**
For full-time employees, the Hospital shall pay one hundred percent (100%) of the premium cost of the semi-private Insurance Plan in effect.
- (b) **Extended Health**
The Hospital agrees to pay seventy five percent (75%) of the billed rate of the Manulife Financial Extended Health Care Plan twenty two dollars and fifty

cents / thirty five dollars (\$22.50/\$35.00) deductible for all Bargaining Unit employees who are enrolled in the Plan subject to its provisions.

Coverage includes hearing aids (maximum five hundred dollars (\$500.00) per person) every five (5) years).

Vision care maximum is three hundred and twenty five dollars (\$325.00) every twenty four (24) months, inclusive of laser eye surgery which shall be included in the overall vision care maximum allowance. Coverage will include eye exams every second (2nd) year, capped at amount eighty dollars (\$80.00) per employee.

The coverage for private duty nursing shall be limited to ninety (90), eight hour shifts in any calendar year.

Purchase of glucometers shall be payable at seventy five percent (75%), to a maximum of two hundred dollars (\$200.00) per item.

Elastic Stockings coverage is six (6) pairs per years.

Coverage for Chiropractor to a maximum of three hundred and twenty five dollars (\$325.00) per year per insured. Effective October 11, 2016 coverage for chiropractor to a maximum of three hundred and fifty dollars (\$350.00) per year per insured.

Massage Therapist to a maximum of three hundred and twenty five dollars (\$325.00) per year per insured. Effective October 11, 2016 coverage for massage therapist to a maximum of three hundred and fifty dollars (\$350.00) per year per insured.

(c) **Dental**

The Hospital shall contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible participating employees in the active employ of the Hospital under the Manulife Financial Dental Plan (current ODA Schedule) and such employees shall pay the remaining premiums through payroll deduction.

Coverage includes:

Dental recall including preventive services at nine (9) months for adults;

Equivalent to Blue Cross Rider #2 (complete and partial dentures) at fifty/fifty (50/50) co-insurance to one thousand dollars (\$1,000) annual maximum

Equivalent to Blue Cross Rider #4 (crowns, bridgework and repairs to same at fifty/fifty (50/50) co-insurance to one thousand dollars (\$1,000) annual maximum

Coverage for orthodontic services at fifty/fifty (50/50) co-insurance to one thousand five hundred dollars (\$1,500) lifetime maximum.

(d) **Group Life**

The Hospital shall pay one hundred percent (100%) of the premium cost of the Group Life Insurance Plan in effect and plan modified to provide for two (2) times annual salary in coverage.

20.02 **Change of Carrier**

While it is understood that the Hospital may at any time substitute another Carrier for any Plan (other than OHIP) provided the benefits conferred thereby are not in total decreased, before making such a substitution, the Hospital shall notify the Union at least thirty (30) days in advance in order to explain the proposed change and to ascertain the views of the employees. Upon request by the Union, the Hospital shall provide to the Union full specifications of the benefit programs contracted for and in effect for employees covered herein.

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 **Part-time Benefits in Lieu**

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

20.05 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.

20.06 Benefits for Early Retirees

The Hospital will provide equivalent coverage to all full-time employees who retire early, and have not yet reached age sixty five (65) and who are in receipt of the Hospital's pension plan benefits, on the same basis as is provided to active employees for semi-private, extended health care and dental benefits. The Hospital will contribute the same portion towards the billed premiums of these benefit plans as is currently contributed by the Hospital to the billed premiums of active employees. Should the employee elect not to continue their participation in the semi-private extended health care and dental benefits at the time of early retirement or later opt out of this coverage, the retired employee cannot rejoin these benefits at any future date.

20.07 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.

20.08 Benefits for Employees Age 65 Years and Older

The existing practice of permitting employees to participate in benefit programmes to age seventy (70) shall be continued.

ARTICLE 21 – CONTRACTING OUT

- 21.01 The Hospital shall not contract out any work currently performed by the members of the bargaining unit if, as a result of such contracting out, a layoff of any employees other than casual part-time employees results from such contracting out.

Notwithstanding the foregoing, the Hospital may contract out work usually performed by members of the bargaining unit without such contracting out

constituting a breach of this provision if the Hospital provides in its commercial arrangement contracting out the work that the contractor to whom the work is being contracted, and any subsequent such contractor, agrees:

- (a) to employ the employees thus displaced from the Hospital; and
- (b) in doing so to stand, with respect to that work, in the place of the Hospital for the purposes of the Hospital's collective agreement with the Union, and to execute into an agreement with the Union to that effect. In order to ensure compliance with this provision, the Hospital agrees that it will withdraw the work from any contractor who has failed to meet the aforesaid terms of the contracting out arrangement.

ARTICLE 22 – WORK OF THE BARGAINING UNIT

22.01 Supervisors or Coordinators 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 23 – CONTINUING EDUCATION

23.01 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 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 24 – COMPENSATION

24.01 Changed Classification

When the Hospital makes a substantial change in the job content of an existing classification, the Hospital shall advise the Union of such 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 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 substantially changed classification was first filled.

24.02 Claim for Recent Related Experience

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 one thousand six hundred and fifty (1650) hours worked equaling one (1) year of experience.

ARTICLE 25 – JOB SHARE

25.01 Job sharing, for the purpose of this agreement, shall be defined as the sharing of the hours and the responsibilities of a full-time position.

An incumbent full-time employee who wishes to share their position must make application to the hospital. Where this is approved by their Coordinator or designate, it is agreed that their portion of the position will not be posted; however, the part-time portion of the job share position will be posted within the department or unit.

25.02 The Coordinator or designate will determine the number of job sharing positions allowable in the department or unit and will approve such job sharing requests based on the operational requirements of the department or unit.

25.03 It is agreed that no more than one-third (1/3) of the full-time positions on each department or unit shall be open to a potential job sharing arrangement.

25.04 The Hospital will consider part-time applicants from the same classification within the department or unit as stipulated in the job share position posted, based on the seniority provision in this agreement and their ability to perform the job.

25.05 Job sharers shall be considered part-time employees and shall be subject to the applicable provisions of the collective agreement, unless otherwise amended by this article.

25.06 Article 16.03 – equalization of overtime work opportunities and Article 16.08 part-time scheduling, will not apply to job sharers.

25.07 Both employees will prepare and agree upon a time schedule with an equitable distribution of hours. They will submit their schedule to their Coordinator or designate for approval.

25.08 Each job sharer will be responsible for normal coverage of their partner's vacation up to full-time hours.

25.09 The job sharers involved will have the right to determine between themselves which partner will work on scheduled paid holidays subject to the conditions of the collective agreement. If an agreement cannot be reached, the Coordinator or designate, shall schedule the holidays on an equalized basis.

25.10 Each job sharer shall be responsible for normal coverage of absence including sick leave of their partner, up to full-time hours. If the partner is unable to cover the

entire leave, they must inform their Coordinator or designate who shall arrange the necessary coverage.

25.11 In the event the part-time employee leaves the partnership, the former full-time partner has the option of reverting to full-time or remaining as a job sharer. If the former full-time partner chooses job sharing, the part-time component of the job-share position shall be posted and filled as per this article.

25.12 **Discontinuation**

(a) It is understood and agreed that the former full-time employee may discontinue the job sharing arrangement with eight (8) weeks written notice to the Coordinator or designate and revert to their full-time status. This job sharer's partner shall consequently revert to their former status within the department or unit.

(b) It is understood that the former full-time employee who discontinues their job share arrangement will not be required to serve an additional waiting period at the end of the job sharing arrangement if they were previously eligible for Health and Welfare and Disability benefits prior to the job sharing arrangement.

(c) Any transfer or change of status of an employee resulting from a job sharing arrangement reverting to a full-time position shall not constitute a layoff under the terms of the collective agreement.

(d) The agreement to job share may be dissolved by the employer with eight (8) weeks written notice to the employees.

25.13 In the event of a layoff, it is agreed that job sharers from the full-time will be listed on the full-time seniority list with their adjusted seniority and likewise, the part-time on the part-time seniority list.

ARTICLE 26 – COST OF PRINTING

26.01 The cost of printing the collective agreement will be shared equally by the Hospital and the Union. The collective agreement will be printed within (60) days of its signing.

ARTICLE 27 – GENERAL

27.01 Food must not be consumed in other than designated areas. For clarification, food includes beverages.

27.02 Premium payments under any of the terms of this agreement shall not be duplicated or pyramided for the same hours worked.

27.03 Access to Personnel File

An employee shall, upon twenty-four (24) hours advance written notice shall have an opportunity to view their entire personnel file in the presence of the Director responsible for the employer's labour relations or their designate.

27.04 It is the employee's responsibility to provide the Hospital with their current home address and telephone number. If the employee fails to do this, the Hospital will not be responsible for failure to notify the employee for any purpose, including recall.

27.05 In the event there is an outbreak (e.g. gastrointestinal or respiratory outbreak) in a place where an employee has visited, volunteered or worked they must disclose this information to their Coordinator or designate. In addition employees must disclose to Occupational Health and Safety Services if they have received applicable vaccination (e.g. influenza vaccine) from another source other than Occupational Health and Safety Services at LHSC.

27.06 Electronic Bulletin Board

The Hospital agrees to provide an electronic bulletin board to be used to post notices pertaining to the Union and its membership. The use of such bulletin board will comply with Hospital policies and procedures.

ARTICLE 28 – MODEL SCHEDULING AGREEMENTS

28.01 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 with respect to shifts 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: London Health Sciences Centre (LHSC)

And: The Ontario Public Service Employees Union (and its Local 106)

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

Article 1 – Work Unit and Employees Covered

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

Article 2 – Hours of Work

- 2.01 The normal or standard extended work day shall be ____ hours per day.
- 2.02 (Detailed description with an attached schedule where appropriate.)
- 2.03 Failure to provide (____) hours between the commencement of an employee's scheduled shift and the commencement of such employee's next scheduled shift shall result in payment of one and one-half (1 ½) times the employee's regular straight time hourly rate for only those hours which reduce the (____) hour period. Where the (____) hour period is reduced as a result of an approved change of shift(s) requested by the employee(s), such premium payment shall not apply.

Article 3 – Overtime

- 3.01 Overtime shall be defined as being all hours worked in excess of the normal or standard extended work day, as set out in Article 2.1 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 fifteen (15) minutes for each three and three-quarters (3.75) hours worked.

Article 5 – Meal Periods

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

Article 6 – Sick Leave and Long-Term Disability

(Applicable to full-time employees only)

- 6.01 The short-term sick leave plan will provide payment for in accordance with the 1992 HOODIP plan.

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) 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.

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 19.02 of the collective agreement.

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

28.02 **Innovative/Flexible Scheduling**

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

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

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 arrangement is set out below:

MODEL AGREEMENT WITH RESPECT TO
INNOVATIVE SCHEDULING/FLEXIBLE SCHEDULING

MEMORANDUM OF AGREEMENT

Between: London Health Sciences Centre (LHSC)

And: The Ontario Public Service Employees Union (and its Local 106)

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 – Overtime

(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

three and three-quarters (3.75) hours worked.

Article 5 – Meal Periods

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

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

ARTICLE 29 – DURATION AND RENEWAL

29.01 This Agreement shall continue in effect until the 31st day of March, 2018 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.

ARTICLE 30 – RETROACTIVITY

30.01 The Hospital will contact former employees at their last known address on record with the Hospital, with a copy to the Union, within thirty (30) days of the of ratification to advise them of their entitlement to retroactivity. Such employees will have a period of sixty (60) days from the date of the notice to claim such retroactivity and if they fail to make a claim within the sixty (60) day period, their claim will be deemed to be abandoned.

ARTICLE 31 – TERM

31.01 By the agreement of the parties, the term of this collective agreement shall be April 1, 2018 until March 31, 2022.

Signed on the ____27th____ day of ____November____, 2024.

For the Ontario Public Service
Employee Union:

For the London Health Sciences Centre:

Signed by:
André Alves
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Signed by:
LELLIS
25A6A695749B...
Signed by:
Lorri Foley
85ED007A2E8143D...

Signed by:
Natalie King
D307D721FC1B416...
Signed by:
Natalie King
D1F400EA8F247A...
Signed by:
Sara Henderson
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Appendix "A": Workload Alert Notification

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

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

Section 1: General Information

Name of Employee(s)

Reporting:

Steward:

Employer/site:

Unit/Area/Program:

Date of Occurrence:

Time:

Name of Supervisor:

Date/Time Submitted:

Section 2: Details of Occurrence

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

Check One:

☐

Is this an isolated incident?

☐

An ongoing problem?

Section 3: Contributing Factors

☐ Staffing Shortages

☐ Patient/Work Preparation Concerns

<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, their steward and further copies forwarded to the Department Manager, and Human Resources.

APPENDIX "B" WAGES

Pharmacy Technician/Medication System Technician

Effective	Start	1 Year	2 Year	3 Year	4 Year
October 11, 2018	\$27.05	\$27.77	\$28.50	\$28.84	\$29.38
October 11, 2019	\$27.48	\$28.21	\$28.96	\$29.30	\$29.85
October 11, 2020	\$27.93	\$28.68	\$29.44	\$29.78	\$30.34
October 11, 2021	\$28.40	\$29.17	\$29.93	\$30.29	\$30.86

Occupational Therapy Assistant/Physiotherapy Assistant

Effective	Start	1 Year	2 Year	3 Year	4 Year
October 11, 2018	\$25.19	\$25.56	\$25.91	\$26.29	\$26.66
October 11, 2019	\$25.59	\$26.97	\$26.32	\$26.71	\$27.09
October 11, 2020	\$26.01	\$27.42	\$26.75	\$27.15	\$27.54
October 11, 2021	\$26.45	\$27.89	\$27.20	\$27.61	\$28.00

LETTER OF UNDERSTANDING #1

LONDON HEALTH SCIENCES CENTRE

- AND -

ONTARIO PUBLIC SERVICE EMPLOYEES UNION

RE: MODIFIED WORK

In accordance with the provisions of the *Human Rights Code*, accommodation is the responsibility of the Employer, the Union and the employee. When it has been medically determined that an employee is unable to return to the full duties of their position due to a disability, the Employer will notify and meet with representatives of the Union to discuss the circumstances surrounding the employee's return to suitable work. The Employer will commit to review vacant positions within the bargaining unit for suitable work.

Signed on the 27 day of November, 2024.

For the Ontario Public Service
Employees Union:

For the London Health Science Centre:

Signed by:

André Alves

6DC437B8C15248E...

Signed by:

L. Foley

23978E2C205749B...

Signed by:

Lorri Foley

85ED007A2E8143D...

Signed by:

Natalie King

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Signed by:

Natalie King

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Signed by:

Sara Henderson

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LETTER OF UNDERSTANDING #2

LONDON HEALTH SCIENCES CENTRE

- AND -

ONTARIO PUBLIC SERVICE EMPLOYEES UNION

RE: INTEGRATION FOR THE DELIVERY OF HEALTH SERVICES

The parties agree that any LHIN initiative that will have a direct impact on the members of the bargaining unit shall be raised through the Staff Planning Committee.

Throughout this Letter of Understanding, 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 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.

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.

Signed on the 27 day of November, 2024.

For the Ontario Public Service
Employees Union:

Signed by:

André Alves

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Signed by:

LEDDes

23978E2C205749B...

Signed by:

Lorri Foley

85ED007A2E8143D...

For the London Health Services Centre:

Signed by:

Natalie King

D307D721FC1B416...

Signed by:

Natalie King

D1F7908EA8F247A...

Signed by:

Sara Henderson

10FCE16C99DA48E...