

Collective Agreement

between

**Ontario Public Service Employees Union
on behalf of its Local 152**

and

**St. Joseph's Health Care, London
Regional Mental Health Care**

Paramed Bargaining Unit

DURATION: April 1, 2011 – March 31, 2014



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

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

Article 2 – Recognition

2.01 The Hospital recognizes OPSEU as the exclusive bargaining unit agent for all Paramedical and Professional Staff employed by the Public Hospital, at its Mental Health and Psychiatric Site Operations including any of its mental health program satellite site operations, save and except: Chiefs/Managers/Coordinators/Supervisors; persons above the rank of these positions/classifications; Medical Staff; Pharmacists; Quality Assurance /Program Evaluation Personnel, and employees employed by the Public Hospital at its other operations and sites.

2.02 For purposes of clarity, the following meanings and understandings will apply, as required, to the bargaining unit described above:

- (a) “Mental Health and Psychiatric Site Operations” – means the beds, services, program or operations of the Hospital at the Regional Mental Health, St.Thomas (RMHST) and Regional Mental Health, London (RMHL) sites or the Parkwood site of the Hospital at such time when there is a transfer or relocation of beds, services, programs or operations from the current RMHST and RMHL sites to a new facility on the Parkwood site;
- (b) “Mental Health Program Satellite Site Operations” – means a location from which a Community Health Program of the Hospital is conducted and which is an extension of the operations of the RMHST and RMHL.
- (c) “Supervisor” – means a person who is employed in a managerial capacity as per Section 1(3) (b) of the *Labour Relations Act*.

- 2.03 For greater certainty, such employees include permanent and temporary employees, full-time, part-time and casual employees, students receiving remuneration from the employer, except for students hired pursuant to a government-funded project.
- 2.04 It is agreed that the word “employee” or “employees” wherever used in this Agreement shall be deemed to refer only to an employee or employees in the bargaining unit as hereinbefore defined.
- 2.05 Within thirty (30) days of the signing of this Agreement, the Employer will provide the Union with a list of the names and titles of all supervisory and management personnel. Changes to such information will be provided to the Union as they occur.

Article 3 – Management Rights

- 3.01 The Union recognizes that the management of the operations and the direction of the employees are fixed exclusively with the Employer and shall remain solely with the Employer and without restricting the generality of the foregoing it is the exclusive function of the Employer to:
- (a) maintain order, discipline and efficiency;
 - (b) hire, assign, retire, promote, demote, classify, transfer, direct, lay-off, recall and to suspend, discipline or discharge employees provided that a claim by an employee that she has been disciplined or discharged without just cause may be the subject of a grievance and dealt with as hereinafter provided;
 - (c) establish, alter and enforce reasonable rules and regulations to be observed by the employees provided that such rules and regulations shall not be inconsistent with the provisions of this Agreement;
 - (d) determine the number of personnel required, the standard of performance of all employees, the assignment of working hours, the services to be performed and the methods, procedures, facilities and equipment to be used in connection therewith;
 - (e) determine in the interest of efficient operation and high standards, quality of service, job rating and classification, the hours of work, work assignments, methods of doing the work and the working establishments for the service.

In exercising its management rights, the Employer shall not act in a manner that is inconsistent with the terms of this collective agreement.

- 3.02 There shall be no verbal or written agreements with any employee that are contrary to this collective agreement, without agreement of the Union.

Article 4 – Definitions

- 4.01 Whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties so require.

- 4.02 A full-time employee is defined as an employee engaged to fill a permanent position for an indefinite period and regularly working the normal or standard work week averaged over a bi-weekly pay period.

- 4.03 A regular part-time employee is an employee who regularly works less than the normal full-time hours referred in Article 19 and makes a commitment to be available for work on a regular pre-determined basis, as required and determined by the Employer and in respect of whom there is a pre-determined schedule.

A casual part-time employee is defined as an employee, whose work is not on a pre-determined basis but is scheduled on a relief basis only, to fill in for illness, vacations and other short-term emergency staff shortages.

- 4.04 A temporary employee is defined as a newly hired employee filling a position/vacancy caused by illness, accident, pregnancy/parental leave, and leaves of absence that are not expected to exceed twelve (12) months. They may be assigned either full-time or part-time status as defined in this agreement. Temporary positions that extend beyond one year shall be posted in accordance with the Job Posting Provisions of this Collective Agreement unless otherwise mutually agreed. The termination of a temporary employee shall not be the subject of a grievance or arbitration where such termination is as a result of the expiry of the temporary position. Temporary employees are not eligible for Layoff and Recall rights as per Article 13, but are entitled to *Employment Standards Act* notice and severance provisions.

Article 5 – No Discrimination or Harassment

- 5.01 The Hospital and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practiced by

any of their representatives with respect to any employee because of his membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising his rights under the Collective Agreement.

- 5.02 It is agreed that there will be no discrimination or harassment by either party or by any of the employees covered by this Agreement on the basis of race, ancestry, place of origin, creed, colour, ethnic origin, citizenship, sex, sexual orientation, marital status, age, record of offences, same-sex partnership status, family status or disability or any other factor which is not pertinent to the employment relationship.
- 5.03 Every person who is an employee has a right to freedom from harassment in the workplace in accordance with the *Ontario Human Rights Code*. Reference Sec. 5(2) and 7(2).
- 5.04 The parties recognize the dignity and worth of every individual and seek to create a climate of understanding and mutual respect in the workplace.
- 5.05 The Hospital and the Union recognize their joint duty to accommodate employees in accordance with the provisions of the *Ontario Human Rights Code*.
- 5.06 The Hospital recognizes that under Bill 168 “workplace harassment” is defined as: “A course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome.”

Article 6 – No Strikes or Lockouts

- 6.01 The Union agrees there will be no strikes and the Employer agrees there will be no lockouts during the term of this agreement. The terms “strike” and “lockout” shall bear the meaning given them in *the Ontario Labour Relations Act*.

Article 7 – Representation and Committees

7.01 Local Time Off

- (a) The Employer shall grant for two (2) Local Officers, the Union President and Chief Steward, the release of one (1) full shift off with pay for each pay period without loss of credits for the purpose of conducting the internal affairs of the Local.

- (b) The Hospital agrees to retain either the bargaining unit President of Local 152 or the Chief Steward of the Bargaining Unit at work during any layoff or cutback in employment during their respective term of office.

7.02

Union Stewards

- (a) The Employer agrees to recognize six (6) Union Stewards at Regional Mental Health London, six (6) Union Stewards at Regional Mental Health St.Thomas, and three (3) Union Stewards for the satellite work sites to be elected or appointed from amongst employees in the bargaining unit for the purposes of handling grievances as provided under this collective agreement.

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

- (b) The maximum number of Stewards or Committee Persons allowed to be on a Leave of Absence for Union Business at any one time is six (6) employees, provided not more than one (1) employee from each unit is on such leave concurrently. In those units, which have more than twenty (20) bargaining unit employees, a maximum of two (2) employees may be absent concurrently for such leave. The restriction as to how many employees may be away from each unit shall not apply to employees elected as delegates for Regional Meetings and /or Annual Convention.

7.03

Grievance Committee

The Employer will recognize a Grievance Committee that consists of the Chief Steward, the Steward that assisted the grievor and the OPSEU Staff Representative to handle all grievances other than Policy Grievances. The Grievance Committee to represent the Union on behalf of Policy Grievances will consist of the Chief Steward and the OPSEU Staff Representative.

7.04

Negotiating Committee

The Hospital agrees to recognize a Negotiating Committee comprised of four (4) members to be elected or appointed from the bargaining unit. The purpose of the Negotiating Committee shall be to negotiate a renewal of this Collective Agreement. The Hospital agrees that the members of the Negotiating Committee shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending negotiating meetings with the Hospital up to, and including, conciliation.

7.05

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. If the interviews are arranged collectively, the Employer will grant a period of up to thirty (30) minutes.

7.06

Labour-Management Committee

The parties mutually agree that there are matters that would be beneficial if discussed at Labour-Management Committee Meeting during the term of this Agreement. The Committee shall be comprised of an equal number of representatives of each party not to exceed four (4) Union and four (4) Employer representatives and shall meet at a time and place mutually satisfactory. The Committee shall meet once every two (2) months, unless agreed otherwise. A request for a meeting hereunder will be made in writing at least fourteen (14) days prior to the date proposed and accompanied by an agenda of matters proposed to be discussed.

The Hospital undertakes to notify the Union in advance so far as practicable of any renovations or construction projects that will affect bargaining unit employees.

7.07

Professional Responsibility

- (a) The Parties have a mutual interest in the provision of quality patient care. Therefore, where an employee, or group of employees, covered by this agreement and governed by an Ontario College under the *Regulated Health Professionals Act*, have cause to believe that they are being asked to perform more work than is consistent with proper patient care it is agreed by the parties that such workload problems may be discussed by the local Labour Management Committee. Such complaint must be filed in writing within fifteen (15) calendar days of the alleged improper

assignment. If, after a thorough investigation, no consensus can be reached at Labour Management Committee the parties will meet with the Chief Executive Officer (CEO)/ or designate within thirty (30) days of referral to present the issues. The CEO or designate will notify the Union of the decision in writing within fourteen (14) days.

- (b) Any employee who is required to hold a Certification of Registration with a College or Governing Body in accordance with the *Regulated Health Professions Act* will be required to show their current Certification to the Employer prior to February 15th of each calendar year.
- (c) Any employee who is employed with the Employer and is without a current Certification of Registration after February 15th of each calendar year shall be placed on non-disciplinary suspension without pay until the production/confirmation of a current Certification of Registration. If the employee presents evidence that their Certification of Registration has been reinstated, they shall be reinstated to their position effective upon presentation of such evidence. Failure to provide evidence within ninety (90) days of being placed on non-disciplinary suspension by the Employer will result in the employee being deemed to be no longer qualified and the employee shall be terminated. Such termination shall not be subject of a grievance or Arbitration.
- (d) The Hospital will notify the employee when it reports an employee to their respective College and refer them to the Union as a resource.
- (e) The Hospital will meet with the Union to discuss any remediation or continuing education required by the employee's College to re-establish eligibility for clinical practice following an employee's return from an approved absence.

7.08

List of Union Representatives

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

Article 8 – Check-Off of Union Dues

8.01

The Employer will deduct from each employee in the bargaining unit an amount equal to the regular monthly dues designated by the Union. The

amount of regular monthly dues shall be as certified to the Employer by the Treasurer of the Union from time to time. The amounts so deducted shall be remitted by the Employer to the Union's Accounting Department no later than the 15th of the month following the month in which such deductions were made. In addition, the Employer shall deduct union dues from any retroactive wage payments.

- 8.02 In consideration of the deduction and forwarding of union dues by the Employer, the Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this Article.
- 8.03 In addition, the Employer agrees to forward to OPSEU Central, on a one-time basis, a master list of current bargaining unit employees. This list shall include employee name, classification/job title, part-time/full-time status, and if on leave greater than thirty (30) days. The lists shall be updated by providing changes on a monthly basis.
- 8.04 The Employer agrees that for the duration of the Agreement it will not enter into any other agreement or contract with any of the employees in the Bargaining Unit, either individually or collectively, which will not conform to the provisions of this Agreement.

Article 9 – Accident Prevention – Health & Safety Committee

- 9.01 It is a mutual interest of the parties to promote health and safety in workplaces and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The parties agree that health and safety is of the utmost importance and agrees to promote health and safety and wellness throughout the organization. The employer shall provide orientation and training in health and safety to new and current employees, as per current legislation requirements and employees shall attend required health and safety training sessions.
- 9.02 The Hospital agrees to cooperate in providing necessary information to enable the Committee to fulfill its functions. At committee meetings the Hospital shall provide the committee a summary of all lost-time claims, occupational disease claims, reports on accidents and critical or fatal injuries, including copies of workplace occurrence reports. In addition, all relevant government directives and orders shall be provided to the committee. The committee shall review this information and propose methods of reducing the number of injuries or accidents.
- 9.03 Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Joint Health and Safety

Committees, one (1) representative from each of the RMHST site and RMHL site and one (1) representative from all Mental Health Program Satellite Site Operations combined as defined in this Collective Agreement selected or appointed by the Union from amongst bargaining unit employees.

- 9.04 Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- 9.05 Meetings shall be held every second month or more frequently at the call of the co-chair, if required. The Committee shall maintain minutes of all meetings and make the same available for review, through posting on the St. Joseph's intranet.
- 9.06 Any representative appointed or selected in accordance with 9.03 hereof, shall serve for a term of at least one (1) calendar year from the date of appointment. Time off for such representative(s) to attend meetings of the Joint Health and Safety Committee in accordance with the foregoing, shall be granted.

A member of a committee is entitled to:

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

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

- 9.07 The Hospital will ensure that there is one (1) OPSEU member certified, as described in the Occupational Health and Safety Act R.S.O. 1990, as amended up to and including 1998 among the OPSEU bargaining unit(s) at the Hospital. Such member on the committee will be selected or appointed by the Union. All issues relating to salary and costs associated with obtaining certification shall be in accordance with Article 28.02.

- 9.08 (a) The Union agrees to fully support the Hospital in promoting safety rules and practices. Additionally, the Union will encourage its members in the observation of all safety rules and practices.
- (b) A worker who is required by the Hospital to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the worker shall participate in such instruction and training.

9.09 At committee meetings, the Hospital shall provide the committee with a summary of all lost-time claims, health care claims and occupational disease claims. The committee shall review this information and propose methods of reducing the number of injuries or accidents.

The parties agree that the following items are appropriate for discussion at committee meetings:

- Proposed changes to diagnostic or medical machines and equipment that will impact the health and safety of employees;
- The nature, content and duration of health and safety training programs for employees;
- The use of personal protective equipment by employees;

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

9.10 **Hepatitis B Vaccine, MMR Booster and Tetanus**

Where the Hospital identifies high-risk areas where employees are exposed to Hepatitis B, the Hospital will provide, at no cost to the employees, a Hepatitis B vaccine, MMR Booster and Tetanus. Employees shall be given the option to receive the aforementioned vaccines from their GP or at a Walk-In Clinic, but shall do so at their own expense. The employee must provide the Employer with documentation of their successful vaccination.

9.11 **Influenza Vaccine**

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

- (a) Employees shall, subject to the following, be required to be vaccinated for influenza.

- (b) If the full cost of such medication is not covered by some other source, the Hospital will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during an employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.
- (c) Hospitals recognize that employees have the right to refuse any required vaccination.
- (d) If an employee refuses to take the vaccine required under this provision, she may be reassigned during such outbreak or may be placed on an unpaid leave of absence during any influenza outbreak in the hospital until such time as the employee is cleared to return to work. If an employee is placed on unpaid leave, she or he can use banked lieu time or vacation credits in order to keep her or his pay whole.
- (e) If an employee refuses to take the vaccine because it is medically contra-indicated, and where a medical certificate is provided to this effect, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be paid. It is agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- (f) If an employee gets sick as a result of the vaccination, and applies for WSIB, the Hospital will not oppose the claim.
- (g) Notwithstanding the above, the Hospital may offer the vaccine on a voluntary basis to an employee free of charge.
- (h) This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

9.12 The Employer will ensure adequate stocks of the N95 respirator (or such other personal protective equipment as the parties may in writing agree), to be made available to nurses in a designated outbreak area at short notice in the event there are reasonable indications of the emergence of a pandemic.

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

9.13

Protection from Violence at Work

- i) The Employer shall take reasonable measures to protect employees from violence at work.
- ii) In consultation with the Union, the Employer shall develop written policies and procedures, to deal with violence at work. Such policies and procedures shall address, but not be limited to, the following:
 - (a) Prevention of violence at work;
 - (b) Management of potentially violent clients or situations;
 - (c) Hazard assessment of potentially violent situations;
 - (d) The development of measures to deal with violent situations.
- iii) The Employer shall not assign a worker to be the sole caregiver on any unit to work alone in a potentially violent situation, or with a potentially violent client.
- iv) The Employer shall provide employees who are required to work alone in the field with an appropriate and effective communication device for summoning assistance.
- v) The Employer will ensure that an adequate number of response teams are adequately equipped and available to safely respond to incidents of violence.
- vi) The Employer shall provide training to all staff that shall include:
 - (a) Recognition of potentially violent situations;
 - (b) Diffusion of violent situations;
 - (c) Self-Protection Techniques;
 - (d) Annual in-service training.
- vii) The Employer shall take every precaution reasonable in the circumstance for the protection of employees under Bill 168, which currently defines workplace violence as:
 - “The exercise of physical force by a person against a worker in a workplace that causes or could cause physical injury to a worker”
 - “An attempt to exercise physical force against a worker in a workplace that could cause physical injury to a worker.”

- “A statement or behaviour that is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.”

9.14 In dealing with physician conduct, the Hospital may incorporate, tools, definitions and processes from the College of Physicians and Surgeons Guidebook for Managing Disruptive Physician Behaviour.

9.15 All company vehicles will be certified for safety as required by the Province of Ontario.

Article 10 – Grievance and Arbitration Procedure

10.01 (a) 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 and the Local President or designate in writing, of such suspension or discharge.

(b) Employees shall have the right, upon request, to the presence of a Union Steward at any meeting that may lead to potential discipline.

(c) The Hospital will provide the employee and the Union with a general understanding of the reason(s) why an employee may be under investigation.

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

10.03 (1) 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 he has first given his immediate supervisor the opportunity of adjusting his complaint. Such complaint shall be discussed with his immediate supervisor 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 his immediate supervisor's decision in the following manner.

- (2) The employee must submit the grievance through the Local Union, signed by the grievor and the Local Union President, or designate, to Human Resources. The employee may be accompanied, if he so desires, by his 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.
- (3) 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 Employer's position on the matter.
- (4) 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.
- (5) In determining a date for the meeting, the parties will consider:
 - (i) the time needed for research, consultation and preparation for the meeting(s) and;
 - (ii) the time needed, after the meeting, and before the expiry of the thirty (30) day period, to conduct follow-up activities including the possibility of holding further meetings.

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

- (6) 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.
- (7) If the parties are unable to resolve the grievance, the Employer 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.

- (8) The Union will then have a period of fourteen (14) calendar days from the date of the Employer's response to determine if the response is acceptable, or will refer the matter to arbitration.
- (9) If the grievance is filed by the Employer, the Union will provide a response by the end of the thirtieth (30th) day following the date the grievance was filed. The Employer 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.

10.04

Policy Grievance

A grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at the level of Human Resources 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 he could have instituted himself and the regular grievance procedure shall not be thereby bypassed. Where the grievance is an Employer grievance, it shall be filed with the Local Union President or designate.

10.05

Group Grievance

Where a number of employees have identical grievances and each one would be entitled to grieve separately, they may present a group grievance in writing through the Local Union, signed by each employee who is grieving and the Local Union President, or designate, to Human Resources, 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.

10.06

Discharge Grievance

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

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

- (a) confirming the Employer'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.

- 10.07 Failing settlement under the foregoing procedure, any grievance, including a question as to whether the grievance is arbitrable, may be submitted to arbitration as 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.
- 10.08 All agreements reached under the grievance procedure between the representatives of the Employer, the representatives of the Union and the grievor(s) will be final and binding upon the parties.
- 10.09 When either party requests that any matter be submitted to arbitration as provided in this Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time appoint a nominee. Within seven (7) calendar days thereafter, the other party shall appoint its nominee, provided however, that if such party fails to appoint its nominee as herein required, the Minister of Labour for the Province of Ontario shall have the power to make such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to agree upon a Chair of the Arbitration Board. If they are unable to agree upon such a Chair within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a Chair.
- 10.10 No person may be appointed as an arbitrator who has been in an attempt to negotiate or settle the grievance, except as herein provided.
- 10.11 No matter may be submitted to arbitration, which has not been properly carried through all requisite steps of the grievance procedure.
- 10.12 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, or to alter, modify, add to or amend any part of this Agreement.
- 10.13 The proceedings of the Arbitration Board will be expedited by the parties. 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).

- 10.14 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.
- 10.15 The time limits set out in this Article are mandatory and failure to comply strictly with such time limits, except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned.
- 10.16 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.
- 10.17 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.

10.18 **Relationship**

- (a) All employees covered by this Agreement have a right to freedom from harassment in the workplace because of sex or sexual orientation by his or her Employer or agent of the Employer or by another employee. Harassment means engaging in a course of vexatious comments or conduct that is known or ought reasonably to be known to be unwelcome and as is defined by the Employer’s Personnel Policy Regarding Employment Related Harassment and Discrimination.
- (b) Every employee covered by this Collective Agreement has a right to be free from:
- (i) a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the employee where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or
 - (ii) a reprisal or threat of reprisal for the rejection of a sexual solicitation or advance, where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person. Ref *Ontario Human Rights Code, Sec 7(3)*.

- (c) The parties recommend and encourage any employee who may have a harassment or discrimination complaint to follow the complaint process as set out in the Employer's Harassment Policy and process. Alternatively, an employee has the right to access the assistance of the Union to resolve a harassment complain.
- (d) In recognizing the importance of a harassment free environment the employer and the Union will review hospital policies and process with respect to harassment with the employee during her/his orientation period.
- (e) Where an employee requests the assistance and support of the Union in dealing with harassment or discrimination or violence protection issues, such representation will be allowed.
- (f) An employee who believes that she has been harassed contrary to this provision may file a grievance under the collective agreement.

Article 11 – Letters of Reprimand and Access to Files

- 11.01 Any letter of reprimand or suspension will be removed from the record of an employee eighteen (18) months following the receipt by the employee of such letter or suspension provided that the employee's record has been discipline free for such eighteen (18) month period. Leaves of absence in excess of thirty (30) calendar days will not count towards the eighteen (18) month period.
- 11.02 Each employee shall have reasonable access to his file for the purposes of reviewing any evaluations, or formal disciplinary notations contained therein. Such review shall take place in the presence of the employer. A copy of the above documents will be provided to the employee on request.
- 11.03 A copy of any completed evaluation, which is to be placed in an employee's file, shall be first reviewed with the employee. The employee shall initial such evaluation as having been read and shall have the opportunity to add her or his views to such evaluation prior to it being placed in her or his file. It is understood that such evaluations do not constitute disciplinary action by the Hospital against the employee.

Notwithstanding upon review of the file, should the employee believe that any counselling letter is no longer applicable, she or he may request that such documentation be removed.

No document shall be used against an employee where it has not been brought to her or his attention within thirty (30) calendar days of the leader becoming aware of the document.

Article 12 – Seniority and Service

- 12.01 a) Once the actual hours of work are established for those classified, unclassified (part-time) employees who transferred from the Government to the Hospital are established, the hours will be added to the actual hours of work since commencing their employment with St. Joseph's Health Care. This calculation will represent the part-time employees seniority defined as hours of work.
- b) Employees hired prior to January 22, 2001 St.Thomas site and February 19, 2001 London site, shall have their seniority calculated including all periods of employment with St.Joseph's Health Care and all shall include all periods of employment with the former employer in the Ontario Public Service. Employees hired after the above-noted dates shall have their seniority calculated as per the following clauses of this Article.

12.02 Seniority shall be defined as an employee's length of service within the bargaining unit from the most recent date of hire. Service shall be defined as an employee's length of continuous service with the Employer from the most recent date of hire.

12.03 Probationary Period

Newly hired employees shall be considered to be on probation for a period of sixty (60) shifts worked from date of last hire (450 hours of work for employees whose regular hours of work are other than the standard 7.5 hour workday). If retained after the probationary period, the employee shall be credited with seniority from date of last hire. With the written consent of the Hospital, the probationary employee and the President of the Local Union or his designate, such probationary period may be extended.

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

The parties recognize that ongoing feedback about the employee's progress is important to the probationary employee.

12.04

Seniority List

- (a) A seniority list shall be established for all full-time employees covered by this Agreement who have completed their probationary period. For information purposes only, the names of all full-time probationary employees shall be included in the seniority list. Seniority on such lists will be expressed in terms of a date.
- (b) A seniority list shall be established for all regular part-time employees covered by this Agreement who have completed their probationary period. For information purposes only, the names of all regular part-time probationary employees shall be included in the seniority list. Seniority on such lists will be expressed in terms of total hours worked.
- (c) A seniority list shall be maintained for casual part-time employees for the purposes of Article 15 only. Seniority on such lists will be expressed in terms of total hours worked.

12.05

The Hospital shall post seniority lists and provide the Union with copies twice per year.

12.06

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

12.07

Seniority Accumulation

- (a) Full-time employees upon completion of their probationary period will accumulate seniority on the basis of their continuous service in the bargaining unit from the last date of hire, and their name will be placed on the full-time seniority list.
- (b) Part-time employees upon completion of the probationary period will have their name placed on the part-time seniority list, and will thereafter accumulate seniority on the basis of hours worked in the bargaining unit.
- (c) In the application of seniority, no employee's seniority date may pre-date his or her start date.
- (d) A part-time employee cannot accrue more than 1650 hours of seniority and service in a twelve (12) month period. The twelve

(12) month period shall be from January 1st through to December 31st each year.

12.08 **Transfer of Seniority**

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

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

12.09 **(applicable to part-time employees only)**

Notwithstanding the above, seniority and service shall accrue during a pregnancy or parental leave. For purposes of pregnancy and parental leave, seniority and service accrual shall be determined by multiplying the normal weekly hours times the number of weeks the employee is absent due to a pregnancy leave and up to a maximum of 17 weeks and/or the number of weeks the employee is absent due to parental leave up to a maximum of 35 weeks, whichever is applicable.

12.10 **Loss of Service and Seniority**

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

- (a) leaves of his own accord;
- (b) is discharged and the discharge is not reversed through the grievance or arbitration procedure;
- (c) has been laid off without recall pursuant to Article 13 for twenty-four (24) months.
- (d) is absent from scheduled work for a period of three (3) or more consecutive working days, without notifying the Employer of such absence and providing a reason satisfactory to the Employer;

- (e) fails to return to work (subject to the provisions of (d)) upon termination of an authorized leave of absence without satisfactory reason or utilizes a leave of absence, without permission, for purposes other than that for which the leave was granted;
- (f) fails upon being notified of a recall to signify his intention to return within five (5) calendar days after he has received the notice of recall mailed by registered mail to the last known address according to the records of the Hospital and fails to report to work within ten (10) calendar days after he has received the notice of recall or such further period of time as may be agreed upon by the parties.

12.11

Effect of Absence

- (a) It is understood that during an approved unpaid absence not exceeding sixty (60) continuous days or any approved absence paid by the Hospital, both seniority and service will accrue.
- (b) During an unpaid absence exceeding sixty (60) continuous calendar days, credit for service for purposes of salary increments, vacation, sick leave, or any other benefit under any provision of the Collective Agreement or elsewhere, shall be suspended; the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly.
- (c) In addition, the employee will become responsible for full payment of subsidized employee benefits in which he is participating for the period of the absence. The employee may arrange with the Hospital to prepay the full premium of any applicable subsidized benefits in which he is participating during the period of leave in excess of thirty (30) continuous days to ensure continuing coverage.
- (d) It is further understood that during such absence, credit for seniority shall be suspended and not accrue during the period of absence. Notwithstanding this provision, seniority shall accrue if an employee's absence is due to disability resulting in WSIB benefits or LTD benefits including the period of the disability program covered by Employment Insurance.
- (e) Notwithstanding this provision, 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 her contributions.

NOTE 1: The accrual of seniority and service for employees on pregnancy and parental leave applies to both full-time and part-time employees.

NOTE 2: This clause shall be interpreted in a manner consistent with *the Ontario Human Rights Code* and the *Employment Standards Act*.

- (f) 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 exceeds thirty (30) consecutive calendar days.
- (g) The Employer agrees to provide, in response to an employee's request, his service and/or anniversary date.

Article 13 – Layoff and Recall

13.01 The Employer 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 Employer and the employees. Accordingly, in the event of such a layoff the Employer will:

- (a) (i) provide the Union with no less than five (5) months written notice of the proposed layoff or elimination of position, with the intent to provide one month more notice to the Union than to the employee(s); and

- (ii) provide the affected employee(s), if any, no less than four (4) months written notice of layoff or pay in lieu thereof.

NOTE: Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provide in (i) above shall be considered notice to the Union of any subsequent layoff.

- (b) commencing at the time that notice is given to the Union, and prior to the giving of written notice to the employees, if possible, the parties agree to jointly evaluate, plan and review, through the Labour Management Committee, the following:
 - the reason causing the layoff
 - the service the Employer will undertake after the layoff
 - how the Employer intends to effect the layoff, including areas where layoffs will occur, and which employees will be laid off
 - ways the Employer can assist employees to find alternate employment
 - ways and means of avoiding or minimizing the impact, including:
 - (i) identifying and reviewing possible alternatives to any action that the Employer may propose taking;
 - (ii) identifying and seeking ways to address on-the-job retraining need of employees;
 - (iii) identifying vacant positions within the Employer for which surplus members of the bargaining unit might qualify, or such positions which are currently filled, but which are expected to become vacant within a twelve (12) month period.
 - (iv) identifying contracting in opportunities;
 - (v) mapping bumping opportunities for affected employees to the extent possible.

To allow the Labour-Management Committee to carry out its mandated role under this Article, the Employer will provide the Committee with all pertinent financial and staffing information and with a copy of any reorganization plans which might impact on the bargaining unit.

13.02 Any agreement between the Employer and the Union resulting from the above review concerning the method of implementation will take precedence over the terms of this Agreement.

- 13.03 In the event of a layoff, employees shall be laid off in the reverse order of seniority provided that the employees who are entitled to remain on the basis of seniority are qualified to perform the available work.
- 13.04 In the event of a proposed planned short-term layoff that is less than thirteen (13) weeks, the Employer shall provide to the Union and to the affected employees no less than thirty (30) calendar days notice. In giving such notice the Employer will indicate to the Union the reasons causing the planned layoff and the anticipated duration of the layoff.
- 13.05 (a) An employee who is subject to permanent or long-term layoff shall have the following entitlements:
- (i) accept the layoff and be placed on a recall list for twenty-four (24) months from the date the actual layoff begins; or
 - (ii) accept the layoff, and thereafter, at the Employer's option, receive pay in lieu of notice and not be required to report for work during the notice period. It is agreed and understood that during the period of notice the employee's wages and benefits will be maintained as if he/she were at work, and that his/her layoff will be deemed to have commenced at the end of the notice period.
 - (iii) the employee may displace an employee who has lesser bargaining unit seniority and who is the least senior employee within his or her classification, identical paying classification, or lower paying classification in his or her discipline or department, if the employee originally subject to layoff can perform the duties of the least senior employee within his or her classification, identical paying classification, or lower paying classification in his or her discipline or department without training other than orientation.
 - (iv) If the employee cannot displace an employee in his or her discipline or department, the employee may displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in another department, if the employee originally subject to layoff can perform the duties of the least senior employee in a lower or identical paying classification in another department without training other than orientation.
 - (v) opt to retire, if eligible, under the terms of the Employer's pension plan to which the employee belongs.

- (b) An employee who is subject to layoff for a period not greater than thirteen (13) weeks shall have the following entitlements:
 - (i) accept the layoff and be placed on a recall list. During this period of layoff the employee may elect to receive payment of some or all of his/her earned vacation credits up to a maximum of the period of the layoff. It is understood that his/her vacation bank and entitlement will be appropriately reduced for that vacation year; or
 - (ii) displace an employee within his or her classification who has lesser bargaining unit seniority and who is the least senior employee within his or her classification, if the employee originally subject to layoff can perform the duties of the least senior in his or her classification in his or her discipline without training or orientation.
 - (iii) If the employee cannot displace an employee in (ii), the employee may displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in his or her discipline, if the employee originally subject to layoff can perform the duties of the least senior employee in a lower or identical paying classification in his or her discipline without training or orientation.

13.06 Where an employee has his or her shift cancelled, the employee shall not be entitled to displace another employee.

13.07 An employee who displaces an employee in a lower paying classification will be placed on the salary grid of the lower classification consistent with the level he would have achieved in the lower classification based on his service and experience with the Hospital.

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

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

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

No new employees shall be hired until all those employees who retain the right to be recalled have been given an opportunity to return to work.

13.10 Casual part-time employees shall not be utilized while full-time or regular part-time employees remain on layoff, unless the provisions of Article 13 have been complied with or unless the matter is covered by local scheduling.

13.11 The Hospital shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Hospital (which notification shall be deemed to be received on the fifth day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Hospital.

13.12 Where there is an available opening which has not been filled in accordance with Article 13.08, an employee who has either accepted a layoff or is under notice of layoff and is unable to displace any other employee will be given an opportunity for on-the-job training of up to six (6) months, subject to the staffing requirements of the hospital, if, with the benefit of such retraining, the employee could reasonably be expected to obtain the qualifications and ability to perform the work. Such opportunities will be provided in order of seniority. During the period of on-the-job retraining, the recall period will continue to apply from the original date of layoff. If, following the period of on-the-job retraining the employee has not obtained the qualifications and ability to perform the work, the employee will be returned to the recall list or will be terminated in accordance with Article 12.10 (c).

13.13 In the event that an employee who has been laid off and is placed on a recall list is assigned, by the Hospital, ad hoc shifts or to a temporary vacancy, she will retain, but not accumulate her seniority and service held at the time of layoff. Employees in such assignments will be treated as

part-time. Where an employee is recalled pursuant to Article 13.07, she will receive credit for service and seniority for shifts worked under this provision. Any assignments under this provision will be offered on a voluntary basis.

13.14 Before issuing notice of long term layoff pursuant to Article 13 and following notice pursuant to Article 13.01 (a), the Hospital will make offers of early retirement allowance in accordance with the following conditions:

- (a) 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.
- (b) 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).
- (c) 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.
- (d) An employee who elects early retirement option shall receive the following upon completion of the last day of work, a retirement allowance of two (2) weeks salary for each year of service, to a maximum ceiling of fifty-two (52) weeks' salary.

13.15 Where an employee has received individual notice of long term layoff under Article 13 such employee may resign and receive a separation allowance as follows:

- (a) Where an employee resigns and his or her resignation takes effect within one (1) month after receiving a layoff notice, he or she shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service with the Employer, to a maximum of twenty-six (26) weeks pay. On production of receipts from an approved educational program within twelve (12) months of resignation, the employee shall be reimbursed for tuition fees up to a maximum of three thousand dollars (\$3,000).
- (b) Where an employee resigns later than one (1) month after receiving a layoff notice, he or she shall be entitled to a separation allowance of four (4) weeks salary plus on production of receipts from an approved educational program within twelve (12) months of

resignation, shall be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty dollars (\$1,250).

- 13.16 Those employees who received termination payments from the Government of Ontario at the date of transfer to Employer will receive termination payments only for their actual years of service with Employer.
- 13.17 It is understood that attrition can be used effectively as a re-deployment strategy. The Employer agrees that, wherever possible, it will utilize attrition as a means of reducing the workforce.
- 13.18 Full-time and regular part-time employees shall be recalled in the order of seniority unless otherwise agreed between the Hospital and the Union.
- 13.19 (a) An employee who is transferred to a position outside of the bargaining unit for a period of not more than three (3) months, or is seconded to teach for an academic year shall not suffer any loss of seniority, service or benefits.
- An employee who is transferred to a position outside of the bargaining unit for a period of more than three (3) months, but not more than eighteen (18) months shall retain, but not accumulate, her or his seniority held at the time of the transfer. In the event the employee is returned to a position in the bargaining unit, she or he shall be credited with seniority held at the time of transfer and resume accumulation from the date of her or his return to the bargaining unit.
- An employee must remain in the bargaining unit for a period of at least three (3) months before transferring out of the bargaining unit again or she or he will lose all seniority held at the time of the subsequent transfer.
- (b) In the event that an employee is transferred to a position outside of the bargaining unit for a period in excess of eighteen (18) months, she or he will lose all seniority held at the time of transfer. In the event the employee is returned to a position in the bargaining unit, the employee's seniority will accrue from the date of her or his return to the bargaining unit.
- (c) It is understood and agreed that an employee may decline such offer to transfer and that the period of time referred to above may be extended by agreement of the parties.
- (d) The Hospital agrees that it will not make work assignments that violate the purpose and intent of this provision. The Hospital will

advise the local Union of the names of any employees performing the duties of positions outside of the bargaining unit pursuant to this Article, the date the assignment commenced, the area of assignment and the duration of such assignments.

Article 14 – Technological Change

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

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

Employees with one (1) or more years of continuous service, who are subject to layoff under conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as set for the above and the requirements and provisions of Article 13.

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

14.03 Employees who are subject to layoff due to technological change will be given notice of such layoff in keeping with the requirements and provisions of Article 13.

14.04 Where computers and/or new computer technology (e.g. computer charting) are introduced into the workplace that employees are required to utilize in the course of their duties, the Hospital agrees that necessary training, as determined by the Hospital, will be provided at no cost to the employees involved.

Article 15 – Job Posting, Promotion and Transfer

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

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

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

In filling such temporary vacancies the Hospital shall consider employees who have expressed an interest, in writing, in filling such vacancies, on the basis of the selection criteria as set out in Article 15.06.

Employees selected to fill such temporary vacancies agree not to apply for other temporary positions while filling the temporary vacancy. Upon completion of the temporary vacancy, the bargaining unit employee will be returned to his 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. 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.

15.02 Notices of vacancies referred to in 15.01 shall include, for informational purposes: department, classification, and qualifications.

15.03 A copy of the posted notice will be sent to the local President or his designate, within the aforementioned seven (7) calendar days.

15.04 The name of the successful applicant will be posted and a copy sent to the local President or his designate.

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

- 15.06 In filling posted vacancies the selection shall be made based on skill, ability, experience, and relevant qualifications of the applicants. Where these factors are relatively equal, bargaining unit seniority shall be the governing factor.
- 15.07 In matters of promotion and staff transfer, a successful bargaining unit applicant shall be allowed a trial period of up to sixty (60) days (450 hours for employees whose regular hours of work are other than the standard work day) worked during which the Hospital will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned by the Hospital, to the position formerly occupied, without loss of seniority. Should the employee return or be returned to his former job, the filling of subsequent vacancies will be reversed.
- 15.08 An employee who is promoted to a higher rated classification within the bargaining unit will be placed in the range of the higher rated classification so that he shall receive no less an increase in wage rate than the equivalent of one step in the wage rate of his previous classification (provided that he does not exceed the wage rate of the classification to which he has been promoted).
- The employee's anniversary date shall be adjusted.
- 15.09 (a) An employee selected as a result of a posted vacancy need not be considered for a further vacancy for a period of up to six (6) months from the date of transfer.
- (b) Employees are eligible to apply to any position provided they have been in their current position for at least six (6) months. The Employer and the Union can by mutual agreement waive this six (6) month period. It is understood the Employer and the Union will not prohibit the movement of employees that result in the change of status for the employee or classification. Status is understood to refer to full-time or part-time classification.
- 15.10 Where there are no successful applicants from within the bargaining unit for posted vacant positions, the Hospital may fill the vacancy without further posting.
- 15.11 From time to time the job duties or scope of a bargaining unit position(s) may change in such a way as to represent a developmental opportunity, a specialization, or a broadening of duties for a limited number of employees within a department (or appropriate work unit), without increasing the complement of employees in the department.

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

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

15.12

Part-Time Filling of Temporary Full-Time Vacancies

- (a) Vacancies which are not expected to exceed sixty (60) calendar days and vacancies caused due to illness, accident, leaves of absences (including pregnancy and parental) may be filled at the discretion of the Hospital. In filling such vacancies consideration shall be given to regular part-time employees in the bargaining unit on the basis of seniority who are qualified to perform the work in question. If the temporary vacancy is not filled by a regular part-time employee, consideration will be given to casual part-time employees in the Bargaining Unit on the basis of seniority who are qualified to perform the work in question. It is understood, however, that were such vacancies occur on short notice, failure to offer part-time employees such work shall not result in any claim for pay for time not worked while proper arrangements are made to fill the vacancies. Where part-time employees fill temporary full-time vacancies, such employees shall be considered regular part-time and shall be covered by the terms of the part-time collective agreement. Upon completion of the temporary vacancy, such employee shall be reinstated to her former position unless the position has been discontinued, in which case the employee shall be given a comparable job. Where the parties agree full-time employees may be considered for temporary full-time vacancies on the same basis as regular part-time employees.
- (b) The hospital shall have the right to fill any permanent vacancy on a temporary basis until the posting procedure or the request for transfer has been complied with and arrangements have been made to permit the employees selected to fill the vacancy to be assigned to the job.

(c) **Full-time Filling Temporary Full-time Vacancies**

Where the Hospital identifies that it would like to consider full-time applicants for a temp full-time job posting, the Hospital would discuss this with the Union prior to the employer posting the job vacancy. The employer would identify on the job posting that full-time employees are eligible to apply.

- 15.13 An employee selected as a result of a posted vacancy or a request for transfer need not be considered for a permanent vacancy for a period of six (6) months from the date of the selection.

Article 16 – Leaves of Absence

16.01 **Personal Leave**

Written requests for a personal leave of absence without pay will be considered on an individual basis by the employee's Department Head or his 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.

16.02 (a) **Provincial Time Off for Union Business**

Where an employee in the bargaining unit is elected or appointed as an Executive Board Member, Executive Officer, member of the Medical Division Executive/Hospital Health Care Support Division Executive or as a Membership Development Trainee, such individual shall be granted leave of absence for the time required to exercise the duties of such appointment where the Employer is provided with no less than fourteen (14) calendar days notice. Such positions shall be limited to two (2) members from the Employer with no more than one individual from within a section/division within a Department.

(b) **Local Union Business Leave**

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

It is also understood that requests for such leave will be submitted to the employee's departmental manager at least fourteen (14) days prior to the commencement of the event.

(c) **Union Position Leave**

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

- (d) For leaves of absence without pay for Union business under the terms of this Agreement, the employee's salary and applicable benefits will be maintained by the Hospital and the Union will reimburse the Hospital for the cost of salary and benefits. The Hospital will bill the Union and the Union will reimburse the Hospital within a reasonable period of time. In addition, there shall be no loss of seniority during such leaves of absence.

16.03

Bereavement Leave

Any employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for up to four (4) consecutive scheduled working days off without loss of regular pay from regularly scheduled hours within the nine (9) calendar day period commencing four (4) calendar days prior to the day of the funeral for a parent, spouse or child.

“Spouse” for the purposes of bereavement leave will include a common-law partner and/or partner of the same sex. “Child” for the purposes of bereavement leave will also include a child of a common-law partner and/or partner of the same sex and foster children and step children.

Any employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for up to four (4) consecutive scheduled working days off without loss of regular pay from regularly scheduled hours within the seven (7) calendar day period commencing three (3) calendar days prior to the day of the funeral of a member of his other immediate family.

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

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

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

A part-time employee shall receive credit for his seniority and service for such leave.

For clarity, such credit shall only apply to bereavement leave with pay. The Hospital may extend such leave with or without pay.

16.04

Jury and Witness Duty

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

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

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

16.05

(a) **Pregnancy Leave**

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

- (i) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this agreement.
- (ii) Effective on confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan, and retroactive to date of confirmation by the Employment Insurance Commission, an employee who is on pregnancy leave as provided under this agreement and who is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act, 1996*, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of her regular weekly earnings and the sum of her weekly Employment Insurance pregnancy benefits during her leave and any other earnings. Such payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits, for a maximum period of 15 weeks for a pregnancy leave. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

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

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

(b) **Parental Leave**

This provision only applies to an employee with at least thirteen (13) weeks of continuous service at the Hospital prior to the commencement of the parental leave.

- (i) Parental leaves will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this agreement.
- (ii) Effective on confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan, and retroactive to date of confirmation by the Employment Insurance Commission, an employee who is on parental leave as provided under this agreement and who is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the *Employment Insurance Act, 1996*, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of her regular weekly earnings and the sum of her weekly Employment Insurance parental benefits during her leave and any other earnings. Such payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance parental benefits, and shall continue while the employee is in receipt of such benefits, for a maximum period of twelve (12) weeks for a parental leave. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the parental leave times her normal weekly hours.

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

- (iii) Where an employee has become a natural father or has qualified to adopt a child, such employee shall be entitled to extend the parental leave up to an aggregate of thirty-five weeks (35) weeks without pay. Such employee shall advise the Hospital as far in advance as possible of their qualifying

to adopt, and shall request the leave of absence in writing upon receipt of confirmation of the pending adoption. Such request for an extension of the parental leave shall not be unreasonably withheld.

16.06

Education Leave

- (a) Where employees are required by the Employer to take courses or upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses.
- (b) If required by the Employer, 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) Where the Employer is informed and supports by written confirmation an employee's choice of job related courses, where possible the Employer shall grant a paid leave of absence to take the exam.

Both the Employer and the Union recognize their joint responsibility and commitment to provide and participate in, in-service education. The Union supports the principle of its member's responsibility for their own professional development and the Employer will provide programs related to the requirements of the Employer. Available programs will be publicized.

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

16.07

Pre-Paid Leave

(For details on Pre-Paid Leave see Article 30.04)

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

16.08

Emergency Leave

Employees shall be entitled to emergency leave without pay pursuant to the provisions of the *Employment Standards Act*.

16.09

Military Service

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

requirements to maintain their status in the Canadian Reserve Force. Such leave shall not exceed two (2) weeks per calendar year. Requests must be made in writing and will be considered on an individual basis by the Employee's Department Head or designate. Such requests are to be submitted as far in advance as possible.

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

16.10

Family Medical Leave

- a) An employee shall be entitled to a leave of absence of up to eight (8) weeks to provide care or support to a family member in accordance with *Employment Standards Act* and the *Employment Insurance Act*.
- b) An employee who wishes to take a leave of absence under this section shall advise the Employer in writing.

Article 17 – Benefits (Short Term, Long Term Disability)

17.01

The Hospital will assume total responsibility for providing and funding a short-term sick leave plan at least equivalent to that described in the current Hospitals of Ontario Disability Income Plan brochure.

The Hospital will pay 75% of the billed premiums towards coverage of eligible employees under the long-term disability portion of the Plan (HOODIP or an equivalent plan). The employee will pay the balance of the billed premium through payroll deduction. For the purpose of transfer to the short-term portion of the disability program, employees on the payroll as of the effective date of the transfer with three (3) months or more of service shall be deemed to have three (3) months of service. For the purpose of transfer to the long-term portion of the disability program, employees on the active payroll as of the effective date of the transfer with one (1) year or service shall be deemed to have one (1) year of service.

Copies of the HOODIP brochure will be made available in the employee benefit booklet.

17.02

Employees shall be eligible to access vacation credits, accumulated time, banked statutory holiday time during the term of any modified work assignment, but such days of vacation, ATO or banked statutory holiday time will not count toward the "actively at work" requirement under the terms of the Hospitals of Ontario Disability Income Plan (HOODIP).

- 17.03 No sick pay benefit is payable under HOODIP for the first fifteen (15) hours of absence for the sixth (6th) and subsequent period(s) of absence in the same fiscal year (April 1st through March 31st).
- 17.04 Employees with four (4) or more years service will be paid at the 100% benefit level for all incidences of absence covered by HOODIP.
- 17.05
- a) Any dispute which may arise concerning an employee's entitlement to short-term or long-term benefits under HOODIP may be subject to grievance and arbitration under the provisions of this Agreement.
 - b) If a claim for long-term disability is denied, the employee must fully comply with the carrier's Medical Appeal Process prior to filing a grievance, provided that the Process is completed within sixty (60) days of its inception, unless that time is extended by mutual agreement of the Hospital and OPSEU.
- 17.06 An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Worker's Compensation for a period longer than one complete pay period 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.
- 17.07 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 18 – Benefits (Health and Welfare)

Full-Time Only

- 18.01 The Hospital agrees to contribute towards the premium coverage of participating eligible employees in the active employ of the Hospital under the insurance plans as set out in Article 18.01 subject to their respective terms and conditions including any enrolment requirements. For newly

hired employees, coverage as set out in Article 18.01 shall be effective the first billing date in the month following the month in which the employee was first employed subject to any enrollment or other requirements of the Plan. In no instance shall the first billing date for an employee occur later than the first day of the fourth full month following the month in which the newly-hired employee was first employed:

(a) **Semi-Private Hospital Insurance**

The Hospital agrees to pay seventy-five (75%) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Liberty Financial Plan or comparable coverage with another carrier.

(b) **Extended Health Care**

The Hospital shall contribute on behalf of each eligible employee seventy-five percent (75%) of the billed premium under the Extended Health Care Plan \$22.50/35.00 deductible plan including hearing aids with a maximum of \$750.00 per person once every thirty-six (36) months and vision care with a maximum of \$300.00, provided the balance of the monthly premium is paid by employees through payroll deduction.

Massage Therapy \$150.00 per calendar year with no per visit maximum.

Note: Drug benefit card to be supplied. No over the counter drug benefits.

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

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

Effective on ratification, the Extended Health Care Plan shall provide for the option to use the \$300 vision care toward the cost of laser surgery.

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

Extended Health Care Plan shall provide for mandatory generic drug substitution.

Extended Health Care Plan shall provide for orthotics to a maximum of \$450 per insured person per year.

(c) **Dental**

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

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

Effective on ratification the dental coverage will include complete and partial dentures at 50/50 co-insurance to \$1,500.00 maximum per insured person annually, and crowns, bridge work and repairs at 50/50 co-insurance to \$1,500.00 maximum per insured person annually.

(d) **Group Life Insurance**

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

(e) **Same Sex Partner Coverage**

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

Note: The above changes in benefits would become effective thirty (30) days following the date of the Arbitration Award.

18.02

Change of Carrier

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

- 18.03 **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, enrol in the Plan when eligible in accordance with its terms and conditions.
- 18.04 **Divisible Surplus**
The parties agree that any surplus, credits, refunds or reimbursements excluding sick leave and/or pension credits, under whatever name accrue to and for the benefit of the Hospital.
- 18.05 **Benefits on Lay-off**
Employees who have been laid off are entitled to the Extended Health and Dental benefits. Employees will be able to buy those benefits at one hundred percent (100%) employee cost. The employee will be responsible for making appropriate arrangements with the Hospital for payment of both the employer and employee portions of the premium costs. The employee will be able to access these benefits for a maximum of twelve (12) months from the date of their actual lay off.
- 18.06 **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.
- 18.07 The Liability of the Employer shall be limited to deducting the employees contributions referred herein and forwarding these and the Employers contribution to the insurer. The administration of the various plans shall be the responsibility of the Insurer, provided however that an employee has the right to grieve in respect to these plan, but such grievances shall be limited to matters that fall within the direct control of the Employer. The Union agrees that it will encourage an employee to utilize the carrier's Medical Appeal process, if any, to resolve disputes.
- 18.08 **Benefits Age 65 and Older**
Semi-Private Hospital Insurance, Extended Health Care and Dental benefits will be extended to active full-time employees from the age of sixty-five (65), and up to the employee's seventieth (70th) birthday, on the same cost share basis as those employees under the age of sixty-five (65).

Article 19 – Hours of Work and Overtime

19.01 **Hours of Work**

- (a) The normal or standard workday and workweek shall be as defined below and will remain in force for the duration of this collective agreement. The standard work day is seven and one-half (7½) hours and the standard work week is thirty-seven and one-half (37½) hours averaged over a bi-weekly pay period.
- (b) Where the Employer and the Union agree, subject to the approval of the Ministry of Labour, other arrangements regarding hours of work may be entered into between parties respect to tours beyond the normal or standard work day in accordance with the provisions set out in this collective agreement.
- (c) Where employees work a longer daily tour, the provisions set out in this Article governing the regular hours of work on a daily tour shall be adjusted accordingly.

The normal daily extended tour shall be 11.25 consecutive hours in any 24-hour period, exclusive of a total of forty-five (45) minutes of unpaid meal time.

Employees shall be entitled, subject to the exigencies of patient care, to relief periods during the tour of a total of forty-five (45) minutes.

The scheduling of meal and relief periods shall be determined by the parties.

The introduction or discontinuance of longer daily tours shall be determined between the parties.

Where the Union and the Hospital agree to an extended daily tour that differs from the normal daily extended tour, the provisions set out in this agreement shall be adjusted accordingly in Article 30.

- (d) The Hospital shall not enter into any agreement with employees under Section 17 (2) of the *Employment Standards Act, 2000* that conflicts with the collective agreement.

- 19.02 **Rest Periods**
Employees shall be entitled, subject to the exigencies of patient care, to relief periods during the shift on the basis of fifteen (15) minutes for each half shift.
- 19.03 **Overtime Definition**
Overtime shall be defined as all hours worked in excess of the normal or standard work day, or in excess of seventy-five (75) hours in a bi-weekly pay period. The overtime rate shall be one and one-half (1½) times the regular straight time hourly rate of pay.
- 19.04 **Overtime/Call Back Accumulation**
Where an employee has worked and accumulated approved overtime hours (other than overtime hours related to paid holidays) or has accumulated hours for Call Back up to a maximum of two (2) days, then such employee shall have the option of electing payment at the applicable overtime rate or time off equivalent to the applicable overtime rate (i.e. where applicable rate is one and one-half times, then time off shall be at one and one-half times). Where an employee chooses the latter option, such time off must be taken within the succeeding four (4) pay periods of the occurrence or such longer periods mutually agreed upon, or payment in accordance with the former option shall be made. Further, such time off must be taken at a time mutually agreeable to the Hospital and employee.
- 19.05 **Missed Meal Breaks**
If an employee is authorized to work, during the lunch break, due to the requirements of patient care, he will be paid time and one-half (1½) his regular straight time hourly rate for all time worked in excess of his normal daily hours.
- 19.06 **Part-Time Only**
- (a) Scheduling shall be determined by the Employer to maintain adequate and capable employees in order to provide proper care subject to the provisions of this Agreement.
- Prior to posting of the six (6) week period at least two (2) weeks in advance, hours will be distributed equitably between all Part-time employees within a unit/department averaged over the posted schedule.
- All Part-time employees will be given the same consideration as full-time employees for break/rest/meal periods as outlined above.
- Part-time employees who are interested in being available to work additional shifts within their scheduling unit will notify their Director

or their designate in writing of their availability two (2) weeks prior to the posted schedule. Part-time employees who are interested in being available to work outside their scheduling unit, within their classification and who hold the bona fide qualifications and ability to perform the work as assessed by the Director or their designate will do so in writing. The Employer will offer on an equitable basis any additional shifts to the Part-time employees within the scheduling unit where the shift needs to be filled. Should no Part-time employee be available to work, the Employer will offer the shifts to those Part-time employees who have made themselves available to the scheduling unit.

A shift will be deemed offered, when a call is placed to an employee. If an employee accepts or declines the offer, the offer will be recorded as a shift worked. If an employee notifies their Employer they are not available, there is no obligation on the Employer to try to contact the employee. It is expected that an employee will work all scheduled shifts. An employee who accepts an offered shift from the Employer will work the shift offered by the Employer, unless arrangements satisfactory to the Employer are made.

All regular Part-time and casual Part-time employees will be available to work either Christmas and Boxing Day or New Years Day.

- (b) Regular Part-time and Casual Part-time employees may be scheduled for shifts less than seven and one-half (7½) hours to meet the needs of patient care. Where employees work a shorter shift than the standard or normal shift, the provisions of rest periods and unpaid breaks will be adjusted. A minimum of four (4) scheduled hours of work will be provided for and three and three-quarters (3¾) hours paid.

19.07

Days Off

There shall be two (2) consecutive days off per pay week (currently Friday to Thursday), which shall be referred to as scheduled days off, except that days off may be non-consecutive if agreed upon between the employee and the Employer.

19.08

Scheduled Shift

A shift, which does not commence, and end on the same calendar day, shall be considered as falling wholly within the calendar day on which the shift commences.

19.09

Shift Schedules

Shift schedules of six (6) weeks shall be posted two (2) weeks prior to the commencement of the period covered by the schedule.

19.10

There shall be no split shifts.

19.11

Shift Premiums

An employee shall be paid a shift premium of one dollar and eighty cents (\$1.80) per hour for each hour worked, which falls within the normal hours of the evening shift (1500 hours to 2300 hours), provided more than two (2) hours of work fall within this period.

An employee shall be paid a premium of two dollars and twenty cents (\$2.20) per hour for each hour worked, which falls within the normal hours of the night shift (2300 – 0700 hours), provided more than two (2) hours of work falls within this period.

An employee shall be paid a weekend premium of two dollars and thirty-five cents (\$2.35) per hour for each hour worked between 2400 hours Friday to 2400 hours Sunday or such other forty-eight hour period that the employer may establish.

Shift premiums shall not be considered as part of an employee's basic hourly rate.

19.12

Call Back

- (a) Where employees are called back to work after having completed a regular shift and prior to the commencement of their next regular shift, they shall receive a minimum of four (4) hours pay at the rate of time and one-half (1½) their regular hourly rate. Where call back is immediately prior to the commencement of a regular shift they shall be paid at the rate of time and one-half (1½) their regular hourly rate for up to four (4) hours prior to the commencement of the shift, at which time they shall revert back to the regular shift and regular straight hourly rate.
- (b) Call back pay shall cover all calls within the minimum of four (4) hour period provided for under (a) above. If a second call takes place after the four (4) hours have elapsed from the time of the first call, it shall be subject to a second call back premium, but in no case shall an employee collect two (2) call back premiums within one such four (4) hour period and to the extent that a call back overlaps and extends into the hours of his regular shift, paragraph (a) above shall apply.

- (c) Notwithstanding the foregoing, an employee who has worked their full shift on a holiday and is called back shall receive the greater of two and one-half (2½) times their regular straight hourly rate for all hours actually worked on such call back or four (4) hours pay at time and one-half (1½) times their straight hourly rate subject to the other provisions set out above.
- (d) **Full Time Only**
In lieu of call back pay, an employee may take equivalent time off with pay at a mutually agreeable time within sixty (60) days following the call back or such longer period as may be agreed upon. Where no agreement is reached, the employee shall be paid in accordance with Article 19.12.

19.13

Flexible Hours of Work

- (a) Flexible hours of work, or flex-time, is a system designed to accommodate the individual preferences while at the same time ensuring the efficient operation of the Employer's services. In this Article flex-time refers to flexible starting and finishing times.
- (b) Flexible hours will be implemented only after mutual agreement is secured between the employee who wishes flexible hours of work and the Employer. The terms of the flex-time arrangements shall be in writing in Article 30.

Article 20 – Premium Payments and Transportation Allowance

20.01

Standby

An employee required to be on standby or remain available for call-back duty or telephone consultation on other than regular scheduled hours shall be paid at the rate of three dollars (\$3.00) per hour of standby time. Where such standby falls on any of the designated holidays listed in the collective agreement, the employee shall be paid at the rate of three dollars and fifty cents (\$3.50) per hour of standby time. Hours worked for call-back or telephone consultation shall be deducted from hours for which the employee receives standby pay. However, an employee shall be entitled to a minimum of five dollars (\$5.00) for each eight (8) hour period on standby even if called back to work. Effective April 1, 2010 the \$3.00 and \$3.50 rates provided for shall be increased to \$3.30 and \$4.90 respectively.

20.02

Responsibility Pay

- (a) Effective date of ratification:
Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying classification in or out of the bargaining unit, for one full shift or more, he/she shall

be paid a premium of one dollar and forty cents (\$1.40) per hour in addition to their regular salary and applicable premium allowance.

- (b) **Effective date of ratification:**
Whenever an employee is assigned additional responsibility as Unit Leader to direct or oversee the work of employees within their classification, and/or be assigned overall responsibility for patient care on the unit, ward or area, for a tour, the employee shall be paid a premium of one dollar and twenty-five cents (\$1.25) per hour in addition to their regular salary and applicable premium allowance. Effective April 1, 2012 this premium will increase to one dollar and forty-five cents (\$1.45) per hour and effective April 1, 2013 this premium will increase to one dollar and sixty-five cents (\$1.65) per hour in addition to their regular salary and applicable premium allowance.

20.03 **Time off Between Shifts**

Failure to provide twenty (20) hours between the commencement of an employee's scheduled shift and the commencement of such employee's next scheduled shift shall result in payment of one and one-half (1½) times the employee's regular straight time hourly rate for only those hours which reduce the twenty (20) hour period.

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

20.04 **Change of Schedule**

Where an employee's schedule is changed by the Hospital with less than twenty-four (24) hours notice, she shall receive time and one-half (1½) of her regular straight time hourly rate for all hours worked on her next shift.

20.05 **No Pyramiding**

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

20.06 **Personal Expenses**

If an employee is authorized to use his or her own automobile on the Employer's business, the employee shall be reimbursed at the rate of forty (40¢) per kilometre or the per kilometre rate as set out in the Corporate Travel and Expense Policy, whichever is greater.

20.07

Meal Allowance

An employee who is authorized and assigned work which requires her to travel from her place of work will be granted a meal allowance as follows:

Breakfast	ten dollars	(\$10.00)
Lunch:	fifteen dollars	(\$15.00)
Dinner:	twenty-five dollars	(\$25.00)

20.08

Overtime Meal Allowance

An employee who is required to work more than two (2) hours of overtime immediately following his or her scheduled hours of work without notification of the requirement to work such overtime, prior to the end of his or her previously scheduled shift, shall be reimbursed for the cost of one (1) meal not to exceed six dollars (\$6.00).

20.09

Time Credits While Travelling

Time required to be spent on business travel, as authorized by the Employer, outside regular work hours shall be deemed to be part of an employee's workday and shall be compensated at the applicable overtime rates for all hours spent traveling with the pre-approval of the Employer.

20.10

Telephone Consultation

Employees who are required by the Hospital to provide professional services over the telephone while on stand-by (without returning to the Hospital) shall be entitled to a minimum of fifteen (15) minutes' pay for a call received between 0700 and 2300 hours or thirty (30) minutes' pay for a call received between 2300 and 0700 hours at time and one-half (1½) their regular straight time hourly rate or equivalent time in lieu, per call, regardless of the duration of the call. Any additional time spent on the call over and above the initial minimum time shall be compensated at the same rate but in fifteen (15) minute increments. A call received during a period for which one of the aforesaid calls is payable as a result of an earlier call, such call will be treated as a continuation of that earlier call. The employee will complete a record of calls as required by the Hospital, at the end of each call period and submit such to their Director or designate.

Article 21 – Paid Holidays

The following provisions are applicable to Full-time employees only.

21.01

- (a) The collective agreements shall provide twelve (12) paid holidays with appropriate payment to all employees provided that the employee fulfils the qualifying conditions, if any, set out in the respective collective agreements. It is understood that the list of

paid holidays may include a combination of designated and non-designated days such as float days, anniversary days, and birthdays.

(b) **Paid Holidays**

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Civic Holiday

Should the Hospital be required to observe an additional paid holiday 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.

21.02 When any of the above holidays coincides with an employee's scheduled day off and she does not work on that day, the employee shall be entitled to receive an additional day off with pay.

21.03 (a) An employee scheduled to work on any of the foregoing holidays shall be paid at the rate of one and one half (1 1/2) times the employee's regular straight time hourly rate of pay for all hours worked on such holiday.

In addition, the employee will receive a lieu day off with pay. Such day to be taken at a mutually agreeable time within ninety (90) days. Failing agreement such time will be paid out at the rate it was earned.

(b) Where an employee is required to work overtime on such a shift, she shall be paid at the rate of two (2) times her regular straight time hourly rate.

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

21.05 In order for a full-time employee to qualify for holiday pay, an employee must have completed twenty (20) working days of employment and must work his last full scheduled shift immediately preceding and his first full scheduled shift immediately following the holiday, unless excused from doing so by the Employer or, in cases of absence due to sickness or

accident, confirmed by a medical certificate, where the employee has worked within fourteen (14) calendar days of the holiday in question.

The following provisions are applicable to Part-time employees only.

21.06 The following shall be observed as holidays at the Employer:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Civic Holiday

Should the Hospital be required to observe an additional paid holiday as a result of legislation, it is understood that one of the existing holidays recognized by the Employer shall be established as the legislated holiday after discussion with the Union, so that the Employer's obligation to provide for twelve (12) paid holidays remains unchanged. Employees will qualify for the above paid holidays in accordance with the *Employment Standards Act*.

21.07 If an employee works on any of the holidays listed in Article 21.06, they shall be paid at the rate of two and one-half (2½) times their regular straight time hourly rate for all hours worked on such holiday.

Article 22 – Vacation

22.01 A full-time employee shall earn vacation credits at the following rates:

- (a) less than one (1) year of continuous service shall receive annual vacation of one and one-quarter (1¼) days of vacation per month prorated;
- (b) more than one (1) year up to three (3) years of continuous service shall receive fifteen (15) days vacation;
- (c) more than three (3) years of continuous service shall receive twenty (20) days vacation;
- (d) more than thirteen (13) years of continuous service will receive twenty-five (25) days vacation;

- (e) more than twenty-two (22) years of continuous service will receive thirty (30) days vacation.
- (f) more than twenty-eight (28) years of continuous service will receive thirty-five (35) days of vacation.

22.02 Part-time /Temporary / Casuals/ employees shall be entitled to vacation pay based upon the applicable percentage provided in accordance with the vacation entitlement of full-time employees and paid on their gross earnings as follows (1 year of service equals 1650 hours).

Up to 4,950 hours – 6%
4,950 hours to 21,450 hours – 8%
21,450 hours up to 36,300 hours – 10%
36,300 hours up to 46,200 – 12%
46,200 hours or more – 14%

Regular part-time employees shall be entitled to an unpaid vacation period pursuant to the provisions of the *Employment Standards Act*.

22.03 Where an employee's scheduled vacation is interrupted due to serious illness or injury, which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.

Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave.

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

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

22.05 All vacation entitlements are calculated from January 1st through to December 31st.

22.06 An employee is entitled to vacation credits under Article 22.01 in respect of a pay period or part thereof in which he or she is at work or on leave with pay.

22.07 Where an employee's scheduled vacation is interrupted due to a bereavement situation, the employee shall be entitled to substitute Bereavement Leave as per Article 16.03.

22.08 (a) The Hospital will post by March 1st a vacation sheet in each unit to cover the period from May 16th to November 14th in each year and each employee employed in the unit should indicate prior to March 31st, her/his preference for that vacation; in the event of conflict, seniority shall govern. The vacation schedule shall be confirmed by May 1st. Any remaining time for vacation in prime time (May 16th to November 14th) shall thereafter be granted on a first come first serve basis.

The Hospital will post by September 1st, a vacation sheet in each unit to cover the period from November 15th to May 15th in each year and each employee employed in the unit should indicate prior to October 1st, her/his preference for that vacation; in the event of conflict, seniority shall govern. The vacation schedule shall be confirmed by November 1st. Any remaining time for vacation in prime time (November 15 to May 15th), shall thereafter be granted on a first come first serve basis. Where more employees have indicated the same period of time than the Hospital can reasonably grant preference for the choice of vacation period shall be given to employees having the most seniority. Vacation requests submitted after the March 31st cut-off and after the October 1st cut-off shall receive a response within a reasonable period of time.

Vacation requests for the period mid-December to mid-January will be considered on an individual basis, subject to staffing requirements and providing it does not interfere with time off of other employees over Christmas and New Year's. It is the intent of the parties that where possible employees who are scheduled on Christmas/Boxing Day or New Year's Day one year will be scheduled off for Christmas/Boxing Day or New Year's Day on the following year. Where this arrangement is not possible alternate scheduling will be in place with the intent to try and schedule as many employees off as possible while maintaining a safe staffing level for the patients and employees.

(b) Where an employee has not requested vacation period in writing by October 1st, the Department Head and Employee shall meet to discuss scheduling such vacation. The employee may request to carry over up to fifty percent (50%) of their annual vacation entitlements. Such permission shall not be unreasonably denied for special circumstances.

Article 23 – Modified Work

- 23.01 In order to facilitate a safe return to work, in compliance with the *Workplace Safety and Insurance Act*, the *Ontario Human Rights Code*, the collective agreement and other applicable legislation, the parties will endeavour to provide fair and consistent practices to accommodate employees who are ill, injured or permanently disabled.
- 23.02 Where the Hospital and the Union agree, the Hospital may implement modified/rehabilitative work programs in order to assist employees returning to work following illness or injury. To facilitate these programs, it is understood and agreed that provisions of the collective agreement may, where agreed, be varied. Where a return to work plan is to be developed for an employee, the Union President or designate will be notified. The specific terms of the program will be signed by the Hospital and the Union.
- 23.03 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 Hospital will notify and meet with representative(s) of the Union to discuss the circumstances surrounding the employee's return to suitable work. The Hospital will notify the Union when the employee has accepted suitable work. The Hospital will commit to review positions within the bargaining unit for suitable work prior to a review of all vacant positions within the Hospital.
- 23.04 The Hospital recognizes its duty to accommodate the work or workplace to the needs of the disabled employee in order to facilitate an early and safe return to work to the employee's pre-injury employment or other suitable work.
- 23.05 The Hospital will notify the Union of employees who qualify to apply for WSIB and Long Term Disability (LTD). The Hospital agrees to provide the employee with a copy of the Workplace and Safety Insurance Board form 7, at the same time it is sent to the board.

Article 24 - Part-time Benefits

- 24.01 Regular Part-Time employees, casual employees and temporary full time employees shall receive payment in lieu of health and welfare benefits as outlined in Articles 17 and 18 amounting to thirteen percent (13%) of their straight time hourly rate for regular part time and casual employees not enrolled in Hospitals of Ontario Pension Plan (HOOPP) and nine percent (9%) for those regular part time, casual and temporary full time employees enrolled in HOOPP. This payment will not be included in any calculation of overtime and vacation.

Article 25 – Workplace Safety and Insurance

25.01 An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Workers' Compensation for a period longer than one complete pay period 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 for disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by the Workplace Safety and Insurance Board. If the claim for Workers' Compensation is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short-term portion of the disability income plan. Any payment under this provision on will continue for a maximum of fifteen (15) weeks.

Employees returning to work from an illness or injury compensable under Workers' Compensation will be assigned like work as necessary, if available. If the employer requires the employee to obtain a medical certificate the Employer shall pay the full cost of obtaining the certificate.

The Hospital shall continue to pay the premiums for benefits plans under Article 17 and 25 for employees who are on paid leave of absence or on WSIB or at anytime when salary is received. Such payment shall also continue while an employee is on sick leave (including the Employment Insurance Period) or on Long Term Disability to a maximum of 30 months for the time the absence commenced, or for retirees who are in receipt of Pension Permanent Disability Benefits to a maximum of 30 months from the time the absence commenced.

Employees who are on layoff may continue to participate in benefit plans, at their request, provided they make arrangements for payment and provided also that the layoff does not exceed one year.

NOTE: This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

Article 26 – Work of the Bargaining Unit

26.01 Employees who are in supervisory positions excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit, which shall directly cause or result in the layoff, loss of seniority or service or reduction in benefits to employees in the bargaining unit.

Employees will be assigned duties and responsibilities in accordance with the *Regulated Health Professions Act* and other applicable statutes and regulations thereto. Hospitals will not assign such duties and responsibilities to employees not covered by this agreement unless those duties and responsibilities are appropriate to the position occupied by the person to whom the duties and responsibilities are being assigned and are consistent with quality patient care.

Unless otherwise agreed by the Union and the Hospital, work performed by full-time employees will not be assigned to part-time employees for the purposes of eliminating full-time positions.

Article 27 - No Contracting Out

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

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

Article 28 - Education

28.01 Both the Hospital and the Union recognize their joint responsibility and commitment to provide, and to participate in, in-service education. The Union supports the principle of its members' responsibility for their own professional development and the Hospital will endeavour to provide programs related to the requirements of the Hospital. Available programs will be publicized, and the Hospital will endeavour to provide employees

with opportunities to attend such programs during their regularly scheduled working hours.

- 28.02 When an employee is on duty and authorized to attend any in-service program within the Hospital and during her or his regularly scheduled working hours, the employee shall suffer no loss of regular pay. When an employee is required to attend courses engage in any learning opportunities outside of her or his regularly scheduled working hours, the employee shall be paid for all time spent in attendance on such learning opportunities courses at their regular straight time hourly rate of pay.

Where the Hospital requires e-learning, it will make reasonable efforts to enable Hospital e-learning requirements during an employee's regular working hours. Where an employee is unable to complete required Hospital e-learning during regular working hours and is required to complete Hospital e-learning outside of her/his regular working hours, the Hospital will identify in advance the time that will be paid at their regular straight time hourly rate of pay.

Part-time employees will be credited with seniority and service for all such hours paid as provided above while engaged in attendance at such learning opportunities courses.

- 28.03 a) Employees may be required, as part of their regular duties, to supervise activities of students in accordance with their respective College Guidelines and Standards of Practice. Employees will be informed in writing of their responsibilities in relation to these students and will be provided with what the Hospital determines to be appropriate training. Any information that is provided to the Hospital by the educational institution with respect to the skill level of the students will be made available to the employees recruited to supervise the students. Upon request, the Hospital will review the employee's workload with the employee and the student to facilitate successful completion of the assignment.
- (b) Employees are expected, as part of their regular duties, to provide guidance and advice to members of the health care team.

- 28.04 The Peer Feedback Process of the Quality Assurance Program Required by the College of Employees of Ontario

The above referenced Peer Feedback is confidential information, which the employee is expected to obtain by requesting feedback from peer(s) of her or his choice, for the sole purpose of meeting the requirements of the Quality Assurance Program required by the College of Employees of

Ontario. The parties recognize the importance of supporting the confidential nature of the Peer Feedback component of the Quality Assurance Program.

Article 29 – Compensation

- 29.01 When a new classification, which is covered by the terms of this Collective Agreement, is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the Local Union of the same. If the Local Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Employer of such new classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Employer. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit, having regard to the requirements of such classification, and shall be retroactive to the date that notice of the new rate was given by the Employer.
- 29.02 Claim for recent related experience, if any, shall be made in writing by the employee at the time of hiring on the application for employment form or otherwise. The employee shall cooperate with the Hospital by providing verification of previous experience. The Hospital will credit the employee with one increment on the salary scale for every one year of recent, related, full-time experience, as determined by the Hospital.

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

Article 30 – Model Scheduling Agreements and Pre-Paid Leave

- 30.01 **Extended Tours**
Where the Employer 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 tours beyond the normal or standard work day. The model agreement with respect to extended tour arrangements is set out below:

MEMORANDUM OF AGREEMENT
EXTENDED TOUR ARRANGEMENTS – PARAMEDICAL BARGAINING UNIT

Between: St. Joseph's Health Care, London (the "Hospital")
- and -
The Ontario Public Service Employees Union Local 152 (the "Union")

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

Article 1 - Work Unit and Employees Covered

- 1.1 Those Registered Practical Nurses who may be regularly scheduled on an extended tour schedule (11.5 hours) to cover a period of twenty-four (24) hours per day over a work week.
- 1.2 All other employees who may be regularly scheduled on an extended tours schedule (11.25 hours) to cover a period of twenty-four (24) hours per day over a work week.

Article 2 - Hours of Work

- 2.1 The normal or standard extended work day for such registered practical nurses shall be 11.5 hours per day with one 11 hour day scheduled every 2 weeks.
- 2.2 The normal or standard extended work day for such other employees shall be 11.25 hours with one 7.5 hour day scheduled every two (2) weeks.
- 2.3 Failure to provide twenty (20) hours between the commencement of an employee's scheduled shift and the commencement of such employee's next scheduled shift shall result in payment of one and one-half (1½) times the employee's regular straight time hourly rate for only those hours which reduce the twenty (20) hour period. Where the twenty (20) hour period is reduced as a result of an approved change of shift(s) requested by the employee(s), such premium payment shall not apply.

Article 3 - Overtime

- 3.1 Overtime for such registered practical nurses 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 and subject to Article 3.3 below.
- 3.2 Overtime for such other employees shall be defined as being all hours worked in excess of the normal or standard extended work day, as set out in Article 2.2 and subject to Article 3.3 below.
- 3.3 For purposes of weekly overtime the hours of work per week shall be averaged over 2 weeks. For greater clarity, the weekly overtime is for all

hours worked in excess of either 80 or 75 hours respectively in a 2 week pay period. There shall be no ability to pyramid payments of overtime pursuant to a daily or weekly overtime provision.

Article 4 - Rest Periods

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

Article 5 - Meal Periods

5.1 *Meal periods shall be provided in accordance with the provisions of the collective agreement.*

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

6.1 *The short-term sick leave plan will provide for payment for the number of hours of absence according to the scheduled tour to a total of 600 hours for registered practical nurses and 562.5 hours for all other employees. All other provisions of the existing plan shall apply mutatis mutandis.*

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

7.1 *Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times the number of hours for a normal or standard work day as set out in Article 2 of this agreement.*

7.2 *An employee required to work on any of the designated holidays listed in the collective agreement shall be paid at the rate of time and one-half (1½) their regular straight time rate of pay for all hours worked on such holiday, subject to Article 21 of the collective agreement. 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 (7½) hours. The parties reserve the right during collective bargaining to submit proposals on the issue of a lieu day when working on a statutory holiday.*

Article 8 - Vacation

8.1 *Vacation entitlement as set out in Article 22 will be converted to hours on the basis of the employee's normal work week.*

Article 9 - Term

9.1 *This Agreement shall become effective immediately upon the execution of this Agreement, and shall continue until and unless the current provisions of Article 19 addressing the calculation of overtime in the Paramedical Collective Agreement are amended by order of the board of interest arbitration currently chaired by Arbitrator Devlin. If the board of interest arbitration does not amend the provisions of Article 19 addressing the calculation of overtime, then this agreement shall continue in effect until*

amended by the parties during collective bargaining or is arbitrated and an award is issued by a board of interest arbitration.

The Hospital will be afforded a reasonable period of time to implement changes in the current schedules, but not longer than 4 weeks, in order to incorporate the terms of this Memorandum of Agreement.

Dated this _____ day of _____, 2005.

For the Union

For the Employer

30.02 **Innovative/Flexible Scheduling**

Where the Employer and the Union agree, arrangements regarding Innovative Scheduling/Flexible Scheduling may be entered into between the parties. The model agreement with respect to such scheduling arrangements is set out below:

MODEL AGREEMENT WITH RESPECT TO INNOVATIVE SCHEDULING/FLEXIBLE SCHEDULING

MEMORANDUM OF AGREEMENT

Between: The Hospital -

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

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

Article 1 - Work Unit and Employees Covered

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

Article 2 - Hours of Work

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

Article 3 - Agreed Variation From the Collective Agreement

(Collective Agreement provisions to be varied.)

Article 4 - Rest Periods

Article 2 – Hours of Work

Hours of work will be in compliance with the scheduling requirement of Part-time employees as outlined in the Collective Agreement.

Article 3 – Status of Employees

The employees involved in a job sharing arrangement will be classified as regular part-time and will be covered by the provisions of the applicable Collective Agreement. Salary and benefits will be provided to job-sharers on the same basis as is provided to other part-time employees covered by this Collective Agreement.

Both employees entering into the job sharing agreement are required to be in the same pay range, classification, and have coinciding minimum and maximum pay points.

Article 4 – Introduction

Job-sharing requests from full-time employees will be considered on an individual basis. Job-sharing arrangements must meet the requirements for the provision of care to patients. Directors or designate will determine the number if any job-share arrangements on each unit.

Article 5 – Discontinuance

In the event that one of the employees no longer retains their position through resignation, or for other reasons, and the Hospital wishes to continue a job sharing arrangement, the position will be posted and advertised as a job sharing vacancy.

Failing successful filling of the job-sharing position, the remaining job-sharer would have the ability to assume the position on a full-time basis. If the remaining job-sharer does not accept this opportunity, the position would revert to a permanent full-time position vacancy and be posted as per the Collective Agreement and the remaining job-sharer will become a casual part-time employee.

The Hospital may discontinue the job-sharing arrangement with ninety (90) days notice to the Union. The parties will meet within seven (7) days of such notice to discuss the discontinuance. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

In the event of layoff, the employees would be considered part-time and the application of Article 13 of this Collective Agreement would apply.

Article 6 – Coverage

Where coverage is required on a 24 hour 7 day a week perspective and the Director or designate determines coverage is required or if coverage is determined as required by the Director or designate, it is expected that both job-sharers will cover each other's incidental illnesses and vacation. If, because of unavoidable circumstances, one cannot cover the other, the Director or designate will determine if coverage is required. It is understood that job-sharers can only make themselves available to pick up extra shifts

when both partners are scheduled off and where working such extra shift would not result in premium payment.

30.04

Pre-Paid Leave

(a) **Purpose**

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

(b) **Application**

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

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

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

(d) **Nature of Final Agreement**

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

(a) A statement that the employee is entering the plan in accordance with Article _____ of the Collective Agreement.

(b) The period of salary deferral and the period for which the leave is requested.

(c) The manner in which the deferred salary is to be held.

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

(e) **Deferral Plan**

The deferral portion of the plan shall involve an employee spreading four (4) years' salary over a five (5) year period, or such other schedule as may be mutually agreed between the employee and the Employer. In the case of the four (4) years' salary over a five (5) year schedule, during the four (4) years of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee. Such deferred salary will not be accessible to the employee until the year of the leave or upon the collapse of the plan. In the case of another mutually agreed upon deferral schedule, the percentage of salary deferred shall be adjusted appropriately.

(f) **Deferred Earnings**

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

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

(g) **Health and Welfare Benefits**

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

Full-Time Employees Only

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

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

(h) **Seniority and Service**
Full-Time Only

During the year of the leave, seniority shall continue to accumulate. Service for the purposes of vacation and salary progression and

other benefits will be retained but will not accumulate during the period of the leave.

(i) **Assignment on Return**

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

(j) **Withdrawal Rights**

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

(ii) **On Leaving Employment**

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

(k) **Replacement Employees**

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

(l) **Plan Year**

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

(m) **Status of Replacement Employee**

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

Employees in bargaining units at the Employer represented by OPSEU, selected to fill vacancies resulting from replacing an employee on a pre-paid leave need not be considered for other vacancies while replacing such employee. Upon completion of the

leave, the replacing employee will be returned to his former position, and the filling of subsequent vacancies will likewise be reversed.

Employees newly hired to fill vacancies resulting from replacing an employee on pre-paid leave will not accrue seniority during the filling of such vacancies. Furthermore, such employees need not be considered for other vacancies. If such employees do post into permanent positions they will be credited with seniority from their last date of hire. The release or discharge of such employees will not be subject of a grievance or arbitration.

Article 31 – General

31.01 Printing of Collective Agreement

The parties shall share equally the cost of printing the Collective Agreement, and distribute sufficient copies to the employees.

31.02 Parking

The Employer will reimburse any employee for parking charges incurred to park while on approved employer's business away from the workplace.

31.03 Information to Local Union

Employer agrees to provide the following information to assist the Local Union in representing the members of the bargaining unit as part of the monthly dues remittance report:

The Local Union shall be advised each month of all hires, changes in classification, leaves (including maternity leave, Long Term Disability and leaves of absence), transfers between departments, terminations, addresses for new hires and changes of address.

The Local Union shall receive annually a list containing the names of all employees, their salary rates and corresponding job classification.

The Local Union will be advised of the filling of any vacancy within the bargaining unit.

31.04 Bulletin Boards

The Employer shall provide bulletin boards at RMHST and RMHL and space at satellite offices in areas as mutually agreed for the posting of Union notices. It is understood that materials posted will be approved in advance of posting by the local President or Union Designate.

31.05

Uniform Allowance

Where the Employer, in its discretion, determines that uniforms are required to be worn by an employee(s), the Employer shall provide an allowance of \$70.00 per year.

Article 32 – Salary

Classification	Education Requirements	Year	FT	PT	FT	PT
			1-Apr-11	01-Apr-11	01-Apr-12	01-Apr-12
Behaviour Therapist	Bachelor Behavioural Psychology	Start	\$638.00	\$0.33	\$638.00	\$0.33
		1	\$690.00	\$0.35	\$690.00	\$0.35
		2	\$745.00	\$0.38	\$745.00	\$0.38
		3	\$800.00	\$0.41	\$800.00	\$0.41
		4	\$827.00	\$0.42	\$827.00	\$0.42
		5	\$855.00	\$0.44	\$855.00	\$0.44
Case Worker	BSW	Start	\$638.00	\$0.33	\$638.00	\$0.33
		1	\$690.00	\$0.35	\$690.00	\$0.35
		2	\$745.00	\$0.38	\$745.00	\$0.38
		3	\$800.00	\$0.41	\$800.00	\$0.41
		4	\$855.00	\$0.44	\$855.00	\$0.44
Child Care Worker	Child & Youth Worker, Diploma	Start	\$638.00	\$0.33	\$638.00	\$0.33
		1	\$745.00	\$0.38	\$745.00	\$0.38
		2	\$855.00	\$0.44	\$855.00	\$0.44
Dental Assistant, Certified	Diploma	Start	\$638.00	\$0.33	\$638.00	\$0.33
		1	\$690.00	\$0.35	\$690.00	\$0.35
		2	\$745.00	\$0.38	\$745.00	\$0.38
		3	\$800.00	\$0.41	\$800.00	\$0.41
		4	\$855.00	\$0.44	\$855.00	\$0.44
Developmental Service Worker	DSW, College Certificate	Start	\$638.00	\$0.33	\$638.00	\$0.33
		1	\$690.00	\$0.35	\$690.00	\$0.35
		2	\$745.00	\$0.38	\$745.00	\$0.38
		3	\$800.00	\$0.41	\$800.00	\$0.41
		4	\$855.00	\$0.44	\$855.00	\$0.44
Dietitian, Therapeutic	BSc Dietitian	Start	\$638.00	\$0.33	\$638.00	\$0.33
		1	\$690.00	\$0.35	\$690.00	\$0.35
		2	\$745.00	\$0.38	\$745.00	\$0.38
		3	\$800.00	\$0.41	\$800.00	\$0.41
		4	\$827.00	\$0.42	\$827.00	\$0.42
		5	\$855.00	\$0.44	\$855.00	\$0.44
Librarian	Masters Library Science	Start	\$638.00	\$0.33	\$638.00	\$0.33
		1	\$690.00	\$0.35	\$690.00	\$0.35
		2	\$745.00	\$0.38	\$745.00	\$0.38
		3	\$800.00	\$0.41	\$800.00	\$0.41
		4	\$827.00	\$0.42	\$827.00	\$0.42
		5	\$855.00	\$0.44	\$855.00	\$0.44
Occupational Therapist Physiotherapist	Occupational Therapy, Degree Physiotherapy, Degree	Start	\$638.00	\$0.33	\$638.00	\$0.33
		1	\$690.00	\$0.35	\$690.00	\$0.35
		2	\$745.00	\$0.38	\$745.00	\$0.38
		3	\$800.00	\$0.41	\$800.00	\$0.41
		4	\$827.00	\$0.42	\$827.00	\$0.42
		5	\$855.00	\$0.44	\$855.00	\$0.44
Occupational Therapy Asst.	OTA, Diploma	Start	\$638.00	\$0.33	\$638.00	\$0.33
		1	\$690.00	\$0.35	\$690.00	\$0.35
		2	\$745.00	\$0.38	\$745.00	\$0.38
		3	\$800.00	\$0.41	\$800.00	\$0.41
		4	\$855.00	\$0.44	\$855.00	\$0.44

Classification	Education Requirements	Year	FT	PT	FT	PT
			1-Apr-11	01-Apr-11	01-Apr-12	01-Apr-12
Pharmacy Assistant	Pharmacy Technician, Diploma	Start	\$638.00	\$0.33	\$638.00	\$0.33
		1	\$690.00	\$0.35	\$690.00	\$0.35
		2	\$745.00	\$0.38	\$745.00	\$0.38
		3	\$800.00	\$0.41	\$800.00	\$0.41
		4	\$855.00	\$0.44	\$855.00	\$0.44
Psychologist	PhD Psychology	Start	\$638.00	\$0.33	\$638.00	\$0.33
		1	\$690.00	\$0.35	\$690.00	\$0.35
		2	\$745.00	\$0.38	\$745.00	\$0.38
		3	\$800.00	\$0.41	\$800.00	\$0.41
		4	\$827.00	\$0.42	\$827.00	\$0.42
Psychology Associate	Masters Psychology	Start	\$638.00	\$0.33	\$638.00	\$0.33
		1	\$690.00	\$0.35	\$690.00	\$0.35
		2	\$745.00	\$0.38	\$745.00	\$0.38
		3	\$800.00	\$0.41	\$800.00	\$0.41
		4	\$827.00	\$0.42	\$827.00	\$0.42
Psychometrist	BA Psychology	Start	\$638.00	\$0.33	\$638.00	\$0.33
		1	\$690.00	\$0.35	\$690.00	\$0.35
		2	\$745.00	\$0.38	\$745.00	\$0.38
		3	\$800.00	\$0.41	\$800.00	\$0.41
		4	\$827.00	\$0.42	\$827.00	\$0.42
Registered Practical Nurse Graduate RPN	Diploma RPN CNO Registered	Start	\$638.00	\$0.33	\$638.00	\$0.33
		1	\$690.00	\$0.35	\$690.00	\$0.35
		2	\$745.00	\$0.38	\$745.00	\$0.38
		3	\$800.00	\$0.41	\$800.00	\$0.41
		4	\$855.00	\$0.44	\$855.00	\$0.44
Registered Pharmacy Technician	Pharmacy Tech., Diploma OCP Registered	Start	\$638.00	\$0.33	\$638.00	\$0.33
		1	\$690.00	\$0.35	\$690.00	\$0.35
		2	\$745.00	\$0.38	\$745.00	\$0.38
		3	\$800.00	\$0.41	\$800.00	\$0.41
		4	\$855.00	\$0.44	\$855.00	\$0.44
Rehabilitation Counsellor	Rehab/Social Science, Diploma	Start	\$638.00	\$0.33	\$638.00	\$0.33
		1	\$690.00	\$0.35	\$690.00	\$0.35
		2	\$745.00	\$0.38	\$745.00	\$0.38
		3	\$772.00	\$0.40	\$772.00	\$0.40
		4	\$800.00	\$0.41	\$800.00	\$0.41
		5	\$827.00	\$0.42	\$827.00	\$0.42
Social Worker	BSW	Start	\$638.00	\$0.33	\$638.00	\$0.33
		1	\$690.00	\$0.35	\$690.00	\$0.35
		2	\$745.00	\$0.38	\$745.00	\$0.38
		3	\$800.00	\$0.41	\$800.00	\$0.41
		4	\$827.00	\$0.42	\$827.00	\$0.42
		5	\$855.00	\$0.44	\$855.00	\$0.44

Classification	Education Requirements	Year	FT	PT	FT	PT
			1-Apr-11	01-Apr-11	01-Apr-12	01-Apr-12
Social Worker	MSW	Start	\$638.00	\$0.33	\$638.00	\$0.33
		1	\$690.00	\$0.35	\$690.00	\$0.35
		2	\$745.00	\$0.38	\$745.00	\$0.38
		3	\$800.00	\$0.41	\$800.00	\$0.41
		4	\$827.00	\$0.42	\$827.00	\$0.42
		5	\$855.00	\$0.44	\$855.00	\$0.44
Technologist, Radiology	Radiology, Diploma	Start	\$638.00	\$0.33	\$638.00	\$0.33
		1	\$662.00	\$0.34	\$662.00	\$0.34
		2	\$690.00	\$0.35	\$690.00	\$0.35
		3	\$717.00	\$0.37	\$717.00	\$0.37
		4	\$745.00	\$0.38	\$745.00	\$0.38
		5	\$772.00	\$0.40	\$772.00	\$0.40
		6	\$800.00	\$0.41	\$800.00	\$0.41
		7	\$827.00	\$0.42	\$827.00	\$0.42
		8	\$855.00	\$0.44	\$855.00	\$0.44
Recreationist, Therapeutic Therapist, Activation	Therapeutic Recreation, Diploma	Start	\$638.00	\$0.33	\$638.00	\$0.33
		1	\$690.00	\$0.35	\$690.00	\$0.35
		2	\$745.00	\$0.38	\$745.00	\$0.38
		3	\$800.00	\$0.41	\$800.00	\$0.41
		4	\$855.00	\$0.44	\$855.00	\$0.44
Vocational Instructor	Social Science, Diploma	Start	\$638.00	\$0.33	\$638.00	\$0.33
		1	\$690.00	\$0.35	\$690.00	\$0.35
		2	\$745.00	\$0.38	\$745.00	\$0.38
		3	\$772.00	\$0.40	\$772.00	\$0.40
		4	\$800.00	\$0.41	\$800.00	\$0.41
		5	\$827.00	\$0.42	\$827.00	\$0.42
		6	\$855.00	\$0.44	\$855.00	\$0.44
Vocational Instructor, Lead Hand	Social Science, Diploma	Start	\$638.00	\$0.33	\$638.00	\$0.33
		1	\$717.00	\$0.37	\$717.00	\$0.37
		2	\$772.00	\$0.40	\$772.00	\$0.40
		3	\$855.00	\$0.44	\$855.00	\$0.44

Notes:

1. Payment of lump sums are to be made for 2011 and 2012 via separate cheque or deposit on or before February 28, 2012 and May 30, 2012, respectively.
2. Lump sums are payable to all employees covered by this bargaining unit based on employment status (i.e. full-time or part-time) as at April 1, 2011 and April 1, 2012.
3. Lump sum payments are not used for calculation of pension, percentage in lieu, vacation, SUB, etc.
4. Lump sum payments are subject to all statutory deductions.
5. Lump sum payments for part-time employees are based on the number of hours paid for the period April 1, 2010 - March 31, 2011, for April 1, 2011 lump sum and April 1, 2011 - March 31, 2012 for April 1, 2012 lump sum.
6. Lump sum payments for part-time employees on pregnancy/parental leave or disability leave are based on the number of hours of seniority accumulated during such leave.

Classification	Education Requirements	Year	1-Apr-10	1-Apr-11	1-Apr-12	1-Apr-13
Behaviour Therapist	Bachelor Behavioural Psychology	Start	\$28.41	\$28.41	\$28.41	\$29.19
		1	\$29.96	\$29.96	\$29.96	\$30.78
		2	\$31.53	\$31.53	\$31.53	\$32.40
		3	\$33.08	\$33.08	\$33.08	\$33.99
		4	\$34.65	\$34.65	\$34.65	\$35.60
		5	\$36.22	\$36.22	\$36.22	\$37.22
Case Worker	BSW	Start	\$27.23	\$27.23	\$27.23	\$27.98
		1	\$28.43	\$28.43	\$28.43	\$29.21
		2	\$29.68	\$29.68	\$29.68	\$30.50
		3	\$30.99	\$30.99	\$30.99	\$31.84
		4	\$32.38	\$32.38	\$32.38	\$33.27
Child Care Worker	Child & Youth Worker, Diploma	Start	\$28.99	\$28.99	\$28.99	\$29.79
		1	\$29.66	\$29.66	\$29.66	\$30.48
		2	\$30.33	\$30.33	\$30.33	\$31.16
Dental Assistant, Certified	Diploma	Start	\$26.19	\$26.19	\$26.19	\$26.91
		1	\$27.18	\$27.18	\$27.18	\$27.93
		2	\$28.16	\$28.16	\$28.16	\$28.93
		3	\$29.19	\$29.19	\$29.19	\$29.99
		4	\$30.16	\$30.16	\$30.16	\$30.99
Developmental Service Worker	DSW, College Certificate	Start	\$24.15	\$24.15	\$24.15	\$24.81
		1	\$24.77	\$24.77	\$24.77	\$25.45
		2	\$25.40	\$25.40	\$25.40	\$26.10
		3	\$26.02	\$26.02	\$26.02	\$26.74
		4	\$26.65	\$26.65	\$26.65	\$27.38
Dietitian, Therapeutic	BSc Dietitian	Start	\$30.22	\$30.22	\$30.22	\$31.05
		1	\$31.87	\$31.87	\$31.87	\$32.75
		2	\$33.54	\$33.54	\$33.54	\$34.46
		3	\$35.20	\$35.20	\$35.20	\$36.17
		4	\$36.85	\$36.85	\$36.85	\$37.86
		5	\$38.51	\$38.51	\$38.51	\$39.57
Librarian	Masters Library Science	Start	\$30.26	\$30.26	\$30.26	\$31.09
		1	\$31.56	\$31.56	\$31.56	\$32.43
		2	\$32.87	\$32.87	\$32.87	\$33.77
		3	\$34.19	\$34.19	\$34.19	\$35.13
		4	\$35.50	\$35.50	\$35.50	\$36.48
		5	\$36.88	\$36.88	\$36.88	\$37.89
Occupational Therapist Physiotherapist	Occupational Therapy, Degree Physiotherapy, Degree	Start	\$29.97	\$29.97	\$29.97	\$30.79
		1	\$32.04	\$32.04	\$32.04	\$32.92
		2	\$34.12	\$34.12	\$34.12	\$35.06
		3	\$36.20	\$36.20	\$36.20	\$37.20
		4	\$38.26	\$38.26	\$38.26	\$39.31
		5	\$41.55	\$41.55	\$41.55	\$42.69
Occupational Therapy Asst.	OTA, Diploma	Start	\$23.53	\$23.53	\$23.53	\$24.18
		1	\$24.45	\$24.45	\$24.45	\$25.12
		2	\$25.33	\$25.33	\$25.33	\$26.03
		3	\$26.23	\$26.23	\$26.23	\$26.95
		4	\$27.13	\$27.13	\$27.13	\$27.88

Classification	Education Requirements	Year	1-Apr-10	1-Apr-10	1-Apr-10	1-Apr-13
Pharmacy Assistant	Pharmacy Technician, Diploma	Start	\$23.53	\$23.53	\$23.53	\$24.18
		1	\$24.45	\$24.45	\$24.45	\$25.12
		2	\$25.33	\$25.33	\$25.33	\$26.03
		3	\$26.23	\$26.23	\$26.23	\$26.95
		4	\$27.13	\$27.13	\$27.13	\$27.88
Psychologist	PhD Psychology	Start	\$47.47	\$47.47	\$47.47	\$48.78
		1	\$50.07	\$50.07	\$50.07	\$51.45
		2	\$52.68	\$52.68	\$52.68	\$54.13
		3	\$55.28	\$55.28	\$55.28	\$56.80
		4	\$57.89	\$57.89	\$57.89	\$59.48
		5	\$60.49	\$60.49	\$60.49	\$62.15
Psychology Associate	Masters Psychology	Start	\$38.40	\$38.40	\$38.40	\$39.46
		1	\$40.52	\$40.52	\$40.52	\$41.63
		2	\$42.66	\$42.66	\$42.66	\$43.83
		3	\$44.79	\$44.79	\$44.79	\$46.02
		4	\$46.91	\$46.91	\$46.91	\$48.20
		5	\$49.04	\$49.04	\$49.04	\$50.39
Psychometrist	BA Psychology	Start	\$34.47	\$34.47	\$34.47	\$35.42
		1	\$36.35	\$36.35	\$36.35	\$37.35
		2	\$38.24	\$38.24	\$38.24	\$39.29
		3	\$40.14	\$40.14	\$40.14	\$41.24
		4	\$42.03	\$42.03	\$42.03	\$43.19
		5	\$43.92	\$43.92	\$43.92	\$45.13
Registered Practical Nurse Graduate RPN	Diploma RPN CNO Registered	Start	\$24.15	\$24.15	\$24.15	\$25.39
		1	\$24.77	\$24.77	\$24.77	\$25.94
		2	\$25.40	\$25.40	\$25.40	\$26.50
		3	\$26.02	\$26.02	\$26.02	\$27.05
		4	\$26.65	\$26.65	\$26.65	\$27.60
Registered Pharmacy Technician	Pharmacy Tech., Diploma OCP Registered	Start	\$24.90	\$24.90	\$24.90	\$25.58
		1	\$25.81	\$25.81	\$25.81	\$26.52
		2	\$26.70	\$26.70	\$26.70	\$27.43
		3	\$27.60	\$27.60	\$27.60	\$28.36
		4	\$28.49	\$28.49	\$28.49	\$29.27
Rehabilitation Counsellor	Rehab/Social Science, Diploma	Start	\$25.31	\$25.31	\$25.31	\$26.01
		1	\$26.09	\$26.09	\$26.09	\$26.81
		2	\$26.85	\$26.85	\$26.85	\$27.59
		3	\$27.66	\$27.66	\$27.66	\$28.42
		4	\$28.51	\$28.51	\$28.51	\$29.29
		5	\$29.35	\$29.35	\$29.35	\$30.16
		6	\$30.24	\$30.24	\$30.24	\$31.07
Social Worker	BSW	Start	\$30.22	\$30.22	\$30.22	\$31.05
		1	\$31.87	\$31.87	\$31.87	\$32.75
		2	\$33.54	\$33.54	\$33.54	\$34.46
		3	\$35.20	\$35.20	\$35.20	\$36.17
		4	\$36.85	\$36.85	\$36.85	\$37.86
		5	\$38.51	\$38.51	\$38.51	\$39.57

Classification	Education Requirements	Year	1-Apr-10	1-Apr-10	1-Apr-10	1-Apr-13
Social Worker	MSW	Start	\$34.47	\$34.47	\$34.47	\$35.42
		1	\$36.35	\$36.35	\$36.35	\$37.35
		2	\$38.24	\$38.24	\$38.24	\$39.29
		3	\$40.14	\$40.14	\$40.14	\$41.24
		4	\$42.03	\$42.03	\$42.03	\$43.19
		5	\$43.92	\$43.92	\$43.92	\$45.13
Technologist, Radiology	Radiology, Diploma	Start	\$28.43	\$28.43	\$28.43	\$29.21
		1	\$29.53	\$29.53	\$29.53	\$30.34
		2	\$30.76	\$30.76	\$30.76	\$31.61
		3	\$31.99	\$31.99	\$31.99	\$32.87
		4	\$33.21	\$33.21	\$33.21	\$34.12
		5	\$34.44	\$34.44	\$34.44	\$35.39
		6	\$35.67	\$35.67	\$35.67	\$36.65
		7	\$36.88	\$36.88	\$36.88	\$37.89
		8	\$38.12	\$38.12	\$38.12	\$39.17
Recreationist, Therapeutic Therapist, Activation	Therapeutic Recreation, Diploma	Start	\$27.79	\$27.79	\$27.79	\$28.55
		1	\$28.84	\$28.84	\$28.84	\$29.63
		2	\$29.92	\$29.92	\$29.92	\$30.74
		3	\$30.97	\$30.97	\$30.97	\$31.82
		4	\$32.01	\$32.01	\$32.01	\$32.89
Vocational Instructor	Social Science, Diploma	Start	\$25.31	\$25.31	\$25.31	\$26.01
		1	\$26.09	\$26.09	\$26.09	\$26.81
		2	\$26.85	\$26.85	\$26.85	\$27.59
		3	\$27.66	\$27.66	\$27.66	\$28.42
		4	\$28.51	\$28.51	\$28.51	\$29.29
		5	\$29.35	\$29.35	\$29.35	\$30.16
		6	\$30.24	\$30.24	\$30.24	\$31.07
Vocational Instructor, Lead Hand	Social Science, Diploma	Start	\$28.38	\$28.38	\$28.38	\$29.16
		1	\$29.26	\$29.26	\$29.26	\$30.06
		2	\$30.12	\$30.12	\$30.12	\$30.95
		3	\$31.02	\$31.02	\$31.02	\$31.87
Notes:						
1. Forensic Allowance: Payment of the forensic allowance is only available to only those RPN's who are currently assigned and employed to work in the Forensic Unit, prior to or on October 18th, 2007, the date of the interest arbitration award.						

Article 33 – Employment Stability – Human Resources Labour Adjustment Plan

33.01 In the event of any restructuring, program transfer, or any integration affecting any member of the bargaining unit:

The Employer will use its best endeavours to ensure that the receiving health care facility agrees to sign an agreement accepting the provisions as described below and to comply with its terms, and the Employer will keep the Union apprised of progress in this regard.

The provisions of the Memorandum of Agreement concluded on March 28, 1996 between St. Joseph's Health Centre and London Health Sciences Centre (on the one part) and the Office and Professional Employees International Union, Local 468, the Ontario Public Service Employees Union, Local 106, the Ontario Nurses' Association and the Service Employees International Union, Local 220 (on the other part), as updated from time to time ("the 1996 Agreement"), will apply, with the necessary alterations, subject to the following. In the event a Framework for Health Human Resources Adjustment Plans is ratified centrally by the employer party (the Ontario Hospital Association and the Ontario Association of Community Care Access Centres – or such other employer association(s) that make up the employer party) and by the Ontario Public Service Employees Union centrally ("the Framework Agreement"), the terms of the Framework Agreement will apply as well. To the extent there is a conflict between the 1996 Agreement and the Framework Agreement, or with the collective agreement, in any provision, the provision most favourable to the affected employee(s) and/or most protective of the Union's bargaining rights will apply.

The above provisions are subject to the parties' rights under the *Local Health System Integration Act, 2006*, *Public Sector Labour Relations Transition Act, 1997* and the *Labour Relations Act, 1995*.

For purposes of clarity, any references in the above Memorandum of Agreement to the receiving Hospital are amended to make reference to the receiving health care facility.

See Appendix "A".

Article 34 – Duration and Renewal

- 34.01 The terms and conditions of this Collective Agreement shall be a term from April 1, 2011 to March 31, 2014, and thereafter from year to year, unless either party gives notice of their intent to amend this Agreement.
- 34.02 In the event the parties to this Agreement agree to negotiate for its renewal, either party may give notice to the other of its desire to bargain for the renewal of this Agreement within ninety (90) days prior to the expiration date of this Agreement
- 34.03 If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiations within thirty (30) days after the giving of notice, if so requested.

Signed at London, Ontario this _____ day of _____ 2012.

**For the Ontario Public Service
Employees Union:**

**For St. Joseph's Health Care London
Regional Mental Health Care:**

Letter of Understanding

Between:

Ontario Public Service Employees Union
and its Local 152
“the Union”

- and -

St. Joseph’s Health Care London
Regional Mental Health
“the Hospital”

The Hospital assumed governance and management of the former St. Thomas Psychiatric Hospital (“S.T.P.H.”) and London Psychiatric Hospital (“L.P.H.”) from the Crown in accordance with the directions and advice of the Health Services Restructuring Commission and Minister of Health approval.

The parties agree that the following principle will apply to their ongoing relationship under this Collective Agreement:

The Hospital will operate the former S.T.P.H. and L.P.H. as a stand alone operation, which means that the former S.T.P.H. and L.P.H. will operate independent from the Hospital’s other operations in respect of services provided by bargaining unit employees. However, it is agreed that the Hospital may integrate administrative functions and/or non-bargaining unit positions as deemed necessary and that such integration will not be deemed to impact the principle of a stand alone operation.

Signed at London, Ontario this _____ day of _____, 2012.

For the Union:

For the Hospital:

Memorandum of Agreement

Between:

Ontario Public Service Employees Union
and its Local 152
“the Union”

Paramedical Bargaining Unit

- and -

St. Joseph’s Health Care London
Regional Mental Health
“the Hospital”

Re: Salary Note

This Memorandum is to be incorporated as a Salary Note for the Paramedical Bargaining Unit as follows:

Salary Note:

1. The classification requirements tabled by the Hospital on December 2nd, 2002 will apply only for newly hired employees.
2. Employees currently performing work in their classification without such requirement will not be expected to achieve this standard unless it is a requirement of a regulated body.
3. If such requirement does occur, the provisions of Articles 14 and 28 shall apply.

Signed at London, Ontario this _____ day of _____, 2012.

For the Union:

For the Hospital:

Memorandum of Agreement

Between:

Ontario Public Service Employees Union
and its Local 152
“the Union”

Paramedical Bargaining Unit
Nursing Bargaining Unit
Service/Clerical Bargaining Unit

- and -

St. Joseph’s Health Care London
Regional Mental Health
“the Hospital”

Re: Statutory Holiday Entitlements

The parties do hereby agree to the following in applying full-time employee Statutory Holiday entitlements; as referenced in Article 21.02 and Article 21.03, in their respective collective agreement(s).

The parties agree that the Statutory Holiday entitlement of “Earning Another Day Off” will be calculated and applied in keeping with the Grievance Settlement Board Decision; OPSEU (Simcoe) #1725/91 and OPSEU (Chew) #3440/92.

Any employee, who entitlements were suspended and or still remain outstanding, their Lieu Bank will be credited for all hours owing, within sixty (60) calendar days of ratification.

Signed at London, Ontario this _____ day of _____, 2012.

For the Union:

For the Hospital:

Memorandum of Agreement

Between:
Ontario Public Service Employees Union
and its Local 152
“the Union”

- and -

St. Joseph’s Health Care London
Regional Mental Health
“the Hospital”

Re: Part-time Employee Benefits

1. The parties do hereby agree that permanent regular part-time employees, employed by the Hospital on December 17, 2002 who currently participate in the Supplementary Health and Hospital Insurance Plan will have the following options:

(a) Move to the percentage (%) in lieu option (Article 24.01) of the current collective agreement.

or

(b) If the employee participates in the plan, (Semi-private, Dental and Extended Health plans), the Employer shall pay forty percent (40%), fifty percent (50%), sixty percent (60%), seventy percent (70%), or eighty percent (80%), as determined by the Employer, of the Employer’s portion of the monthly premium for each of the benefits. The employee shall pay the balance of the monthly premium through payroll deduction.

Basic and Optional Life Insurance will continue for those employees currently enrolled.

2. The current carrier, Liberty Insurance, will be maintained until notice of change is given by the Employer as per the Collective Agreement.

3. All new employees will receive entitlements under Article 24.01 of the current Collective Agreement.

Signed at London, Ontario this _____ day of _____, 2012.

For the Union:

For the Hospital:

Memorandum of Agreement

Between:

Ontario Public Service Employees Union
and its Local 152
“the Union”

- and -

St. Joseph’s Health Care London
Regional Mental Health
“the Hospital”

Re: Leased/Rental Vehicle Arrangements

The parties agree that St. Joseph’s, will continue to have an arrangement, where St. Joseph’s will provide employees access to insured vehicles for the purpose of transport of patients/clients and delivery of services to patients.

Signed at London, Ontario this _____ day of _____, 2012.

For the Union:

For the Hospital:

Memorandum of Agreement

Between:

Ontario Public Service Employees Union
and its Local 152
“the Union”

- and -

St. Joseph’s Health Care London
Regional Mental Health
“the Hospital”

Re: Workload Measurement Tool

The parties agree that the parties will convene a committee of three Clinical Directors or designate and three Union Representatives to devise a mutually agreeable workload measurement tool. The tool will be used by the parties to help ensure there is a safe workload for the nurses and maintain a safe environment for patients. The intent is to have the tool developed and trialed prior to the expiration of this Collective Agreement.

Signed at London, Ontario this _____ day of _____, 2012.

For the Union:

For the Hospital:

Memorandum of Agreement

Between:

Ontario Public Service Employees Union
and its Local 152
“the Union”

- and -

St. Joseph’s Health Care London
Regional Mental Health
“the Hospital”

Re: Temporary Position to Cover Vacation

The parties agree that temporary full-time position(s) may be created where such full-time positions are scheduled between at least two (2) work units to cover staffing for vacation between approximately June 15 and September 15 of any year. The parties agree the position will not exist beyond September 30 of that year and will not exceed four (4) months in length. The parties agree that the incumbent to such a position will not have the right to file grievance at the end of the temporary position.

Signed at London, Ontario this _____ day of _____, 2012.

For the Union:

For the Hospital:

Appendix A – Human Resources Labour Adjustment Plan



Adobe Acrobat 7.0
Document