

Agreed to items

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**between**

**Ontario Public Service Employees Union  
on behalf of its Local 101**

**and**

**Hotel Dieu Grace Healthcare**

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Sector 10  
1-101-16-20140331-10

B E T W E E N:  
HOTEL DIEU GRACE HEALTHCARE  
(hereinafter called the "EMPLOYER" or the "HOSPITAL")

A N D

ONTARIO PUBLIC SERVICE EMPLOYEES UNION  
AND ITS LOCAL 101  
(hereinafter called the "UNION")

## ARTICLE 1 – PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain mutually beneficial relationship between the Hospital, its employees and the union.
- 1.02 All references to the masculine gender in this Agreement shall also be read in the feminine gender or vice versa, wherever the context applies.

## ARTICLE 2 – RECOGNITION

- 2.02 The term "full-time employee" when used in this agreement will mean a regular employee who is regularly scheduled to work 37.5 hours weekly or on an average of 75 hours in a bi-weekly pay period, exclusive of a daily lunch period of ½ hour.

- 2.03 The term "part-time employee" used in this agreement will mean a regular employee who is regularly scheduled to work a minimum of 15 hours but less than 37.5 hours per week exclusive of a ½ hour lunch or an average of 30 hours in a bi-weekly pay period. Notwithstanding the foregoing, part time employees cannot be regularly scheduled to work in excess of thirty (30) hours per week without mutual agreement unless the employee is the least senior employee available and qualified to perform the work. The parties will review part time hours in January of each year.

Part-time employees shall be entitled to overtime pay at the rate of time and one-half (1 ½) their regular straight time hourly rate for all hours worked in excess of 7.5 hours in any work day or in excess of seventy-five hours in any biweekly pay period.

Part-time employees will work shift work and weekends as required by the Hospital. The Hospital will agree to distribute the work in an equitable manner or as agreed to by the parties.

The above does not pertain to individuals who have been hired to work weekends or shift work.

2.04

The term "casual employee" when used in this agreement shall mean an employee who is used on a casual or as needed basis but may be regularly scheduled up to a maximum of fifteen (15) hours in a pay period. Casual employees will not be utilized if part-time employees in the department/classification are available and qualified to perform the work. A casual employee who has been offered work, but has not accepted work and has not worked in a period of six (6) months will be deemed to have resigned. The Employer will notify the Union of any casual employee that they have deemed to have resigned under this article. This article will be interpreted in a manner consistent with the Human Rights Code.

2.05

Nothing contained in this agreement shall be construed as being a guarantee of any number of hours of work per day or days per week.

### **ARTICLE 3 - STRIKES OR LOCKOUTS**

3.01

There shall be no strikes or lockouts so long as this Agreement continues to operate. The words "strike" and "lockout" have their meaning attributed to them in the interpretation section of The Labour Relations Act R.S.O., as amended.

While this Agreement is in operation, there shall be no suspension or slowdown of work, picketing, or any other interference with the operations of the Hospital and the Union shall take positive action to prevent an employee from committing any of the aforesaid acts.

### **ARTICLE 4 - HOSPITAL & UNION'S RESPONSIBILITY**

4.01 (a)

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

(b)

There shall be no discrimination practiced by either party or by any of the employees covered by this Agreement on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex (gender, including pregnancy), sexual orientation, age, marital status, family status, handicap (disability) or any other factor which is not pertinent to the employment relationship.

Where application of this Agreement adversely affects an employee or group of employees on the grounds listed in XXXX above, the parties will negotiate accommodation measures to eliminate discrimination, provided that the accommodation does not cause undue hardship on one party, as defined in Section 17 of the Ontario Human Rights Code.

(c) Every employee who is covered by this Agreement has a right to freedom from harassment in the workplace in accordance with the Ontario Human Rights Code.

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

(e) The Hospital and the Union accept their responsibility to act in accordance with the Ontario Occupational Health and Safety Act and the current Terms of Reference approved by the Joint Health and Safety Committee.

4.02 (a) It is agreed that upon commencement of employment, new employees shall be advised by a representative of the Hospital of the existence of the Union and of the conditions surrounding their employment, as contained in the within collective agreement, and rules that may be formulated under its terms. It is agreed that upon commencement of employment in his or her classification, the job duties and responsibilities will be clearly defined within the context of the job descriptions.

(b) The Employer agrees that copies of job descriptions will be made available to the Union upon request. When a new position or classification is developed, the Employer will provide a copy to the incumbent(s) and the Union.

#### ARTICLE 5 - MANAGEMENT RIGHTS

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

(a) Maintain order, discipline and efficiency, and to make, alter and enforce rules and regulations to be observed by employees, such rules and regulations not to be contrary to the terms of this Agreement;

(b) hire, direct, classify, transfer, promote, demote, suspend, discharge, assign employees to shifts; to increase and decrease the working forces, provided that a claim that an employee has been discharged or otherwise disciplined without reasonable cause may be the subject of a grievance and dealt with in accordance with the grievance procedure;

(c) generally to manage the Hospital at its sole and absolute discretion and, without restricting the generality of the foregoing, to determine the number and location of the Hospital's establishments, the services to be rendered, the methods, the work procedures, the kinds and locations of machines, tools, instruments and equipment to be used; to select, control and direct the use of all materials required in the operation of the Hospital; to determine the work and services to be provided and performed, and to make, alter and enforce regulations governing

the use of materials, equipment, services and facilities as may be deemed necessary in the interests of the safety and well-being of the Hospital patients, the public, and Hospital employees.

#### **ARTICLE 6 - CHECK-OFF OF UNION DUES**

- 6.01 The Employer as a condition of employment, or continued employment of its employees in the bargaining unit, agrees to deduct from each employee's pay, beginning with the first pay, an amount equivalent to the dues duly authorized by the Union for Union dues and to remit the amount so deducted from the earnings of such employees to the Financial Secretary of the Union at 100 Lesmill Road, North York, Ontario M3B 3P8, or such other address as may be designated by the Union in writing from time to time. The amount of the Union dues shall be as certified from time to time to the Employer by the Secretary-Treasurer of the Union.
- 6.02 The amount of such dues shall be certified to the Hospital by an authorized officer of the Union.
- 6.03 The dues deducted from all employees within the Bargaining Unit, together with a record of those from whose pay deductions have been made, shall be remitted by the Hospital not later than the fifteenth (15th) day of the following month. A copy of this record of employees from whom pay deductions have been made shall also be sent to the Local 101 President or local designate.
- 6.04 This compulsory check-off of dues shall continue during the lifetime of this Agreement and shall be continued throughout any period during which the parties are engaged in negotiations with a view to making a new Agreement, and it shall apply to all employees in the Bargaining Unit.
- 6.05 The Employer agrees to include the annual total of dues deducted on each employee's T4 slip.
- 6.06 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Chief Human Resources Officer or his designate, and the designated, authorized member of the Union and the Local Regional Office.

#### **ARTICLE 7 - EMPLOYEE REPRESENTATION**

**Employee Representatives**

- 7.01 The Union will keep the Employer informed of its Executive body and committee.
- 7.02 For purpose of this Article, the name and position of each of the committee members, from time to time selected, shall be given to the Employer in writing.
- 7.03 No employee shall enter into any agreement with the Employer, or any of its representatives which conflicts with the collective agreement. No individual member or group of members shall undertake to represent the Union at meetings with the Hospital without proper authorization of the Union.
- 7.04 The Union shall have the right to the assistance of O.P.S.E.U. representatives at all times and the representatives shall be given reasonable access to Hospital premises to assist the members.
- 7.05 The Employer agrees to permit a representative of the Union to interview new employees as a group during orientation for a maximum of twenty (20) minutes without loss of pay for the purpose of discussing the benefits and duties of Union membership and their responsibilities and obligations to the Hospital and the Union. Management shall designate a place on the Hospital premises for such interviews and shall have the right to have a Hospital representative attend any such interview if it so wishes. The employer will notify the Union President, or designate, when orientation of any new OPSEU members will be taking place.

**Grievance Committee**

- 7.06 The Grievance Committee will be comprised of up to two (2) employee representatives and a staff representative of the Ontario Public Service Employees Union. The employer agrees to recognize Union Stewards to be elected or appointed from amongst the employees in the bargaining unit for the purpose of handling grievances as provided under this collective agreement. However, it is understood and agreed that no more than one (1) Union steward shall be absent from the same department or working unit for this purpose.
- 7.07 Stewards and representatives shall be granted reasonable time off without loss of pay to attend to needs of the members. Such time off shall be requested with as much advance notice as possible to the respective Department Manager or designate and shall be without loss of pay, except while attending an Arbitration Board meeting.
- 7.08 (a) The Union acknowledges that the Stewards have regular duties to perform on behalf of the Employer and that such persons will not leave their regular duties without obtaining permission

from their immediate supervisor. Permission from the supervisor shall not be unreasonably withheld.

### **Negotiating Committee**

7.09 The Employer acknowledges the right of the employees to select a negotiating committee of up to a maximum of four (4) employee representatives and will recognize said committee and Ontario Public Service Employees Union representatives for contract negotiating purposes.

7.10 Members of the negotiating committee will not suffer any loss of pay while attending meetings for the purpose of negotiating the Agreement, up to but not including arbitration.

### **Employee Relations Committee**

7.11 (a) There shall be an Employee Relations Committee comprised of representatives of the Hospital, one of whom shall be the Director of Human Resources or designate, and representatives of the Union, one of whom shall be the Local President, or designate. The number of representatives from each party shall be up to two (2) but may be altered by mutual agreement.

The committee shall meet monthly unless otherwise agreed. Meetings can be cancelled, where there are no issues for the agenda. The duties of Chairperson and Secretary shall alternate between the parties. Where possible, agenda items will be exchanged in writing at least five (5) calendar days prior to the meeting. A record shall be maintained of matters referred to the committee and the recommended disposition, if any, unless agreed to the contrary. Copies of the record shall be provided to the Committee members. Approved and signed Minutes will be posted on the bulletin boards.

The purpose of the Committee includes:

- 1) Promoting and providing effective and meaningful communication of information and ideas on matters of concern within the workplace, including the quality and quantity of patient/client care and service.
- 2) Dealing with complaints.
- 3) Discussing and reviewing matters relating to orientation and in-service programs that are not part of the grievance process.

The Hospital agrees to pay for time spent during regular working hours for representatives of the Union to attend such meetings.

- (b) The following provision applies to any reorganization or restructuring which occurs on or after the date of ratification by both parties. In the event of reorganization or restructuring of the Hospital, which

will have potential adverse effects upon employees in the bargaining unit, the parties agree that they will discuss possible ways and means of avoiding or minimizing the impact, including:

- (i) Identifying and proposing possible alternatives to any action that the Hospital may propose taking;
- (ii) Identifying vacant positions within the Hospital for which surplus members of the bargaining unit might qualify, and seeking ways to address on-the-job retaining needs of employees.

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

#### **Pay for Members of Central Negotiating Committee**

7.12 In the event that the Hospital and Union agree to participate in Central Negotiations carried on jointly with other Ontario Hospitals, it is agreed that the Union Negotiating Committee members up to a maximum of three (3) shall be paid for time lost from their normal straight time working hours at their regular rate of pay without loss of leave credits for attending Central Negotiating meetings with the Hospital Central Negotiating Committee in direct negotiations prior to conciliation. Once conciliation is invoked, Union members of the Central Negotiating Committee shall receive unpaid time off for purposes of carrying on these negotiations effective the date the conciliator convenes his first meeting with the parties and until such time as an Agreement is concluded.

#### **Article 09 - Accident Prevention - Health & Safety Committee**

9.01 The Hospital and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.

9.02 Recognizing it's responsibilities under the applicable legislation, the Hospital agrees to accept as a member of it's Accident Prevention-Health and Safety Committee, one (1) representative per Committee selected or appointed by the Union from amongst bargaining unit employees.

9.03 Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.

9.04 The Hospital agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfill its functions.

9.05 Meetings shall be held every second month or more frequently at the call of the Chair, if required. The Committee shall maintain minutes of all meetings and make the same available for review.

9.06 The representative is appointed or selected in accordance with OPSEU policy. Time off for such representative(s) to attend meetings of the Accident Prevention-Health and Safety Committee in accordance



with the foregoing, shall be granted and any representative(s) attending such meetings during their regularly scheduled hours of work, shall not lose regular earnings as a result of such attendance.

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

9.08 Any representative appointed or selected in accordance with 9.02 hereof, shall serve for a term of at least one (1) calendar year from the date of appointment. Time off for such representative(s) to attend meeting of the Accident Prevention – 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 under subsection 9(26) and 9(31) of the Act].

(1) 9.09 A worker who is required by the hospital to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the worker shall participate in such instruction and training. The hospital shall ensure that the personal protective clothing, equipment, or device it provides will be maintained in good condition.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

8.01

It is the mutual desire of the parties hereto that complaints shall be adjusted as quickly as possible. The parties agree, at the earliest stage of the grievance procedure, either party upon request is entitled to receive from the other, full disclosure. Employees 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. Where the Hospital deems it necessary to suspend, discipline or discharge an employee, the Hospital shall notify the Union, in writing, of such suspension or discharge.

8.02

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

8.03

It is understood that an employee has no grievance until she has first given her Supervisor the opportunity of adjusting her complaint. Such complaint shall be discussed with her Supervisor within fourteen (14) calendar days from the event giving rise to the grievance, or from when the employee should have reasonably become aware of the event giving rise to the grievance and, failing settlement within seven (7) calendar days, it shall then be taken up as a grievance within the seven (7) calendar days following her Supervisor's decision in the following manner and sequence:

### **Step No. 1**

The employee must submit the grievance in writing signed by her to her Supervisor and may be accompanied, if she so desires, by her Union steward. The grievance shall identify the nature of the

grievance, the remedy sought, and the provisions of the Agreement which are alleged to have been violated. The Department supervisor will deliver her decision in writing within seven (7) calendar days following the day on which the grievance was presented to her. Failing settlement, then:

Step No. 2

Within seven (7) calendar days following the decision in the immediately preceding step, the grievance may be submitted in writing to the Chief Human Resources Officer or designate of the Hospital. A meeting will then be held between the Director of Chief Human Resources Officer or designate and Unit Manager and the grievor, steward and Union staff representative within seven (7) calendar days of the submission of the grievance at Step No. 2 unless extended by agreement of the parties. It is further understood that either party may have such reasonable assistance as they may desire at such meeting. The decision of the Hospital shall be delivered in writing within seven (7) calendar days following the date of such meeting.

8.04 Policy Grievance

A grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within fourteen (14) calendar days following the circumstances giving rise to the grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which she could have instituted herself and the regular grievance procedure shall not be thereby bypassed. Where the grievance is a Hospital grievance, it shall be filed with the Local Union President or designate.

8.05 Group Grievance

Where a number of employees have identical grievances and each one would be entitled to grieve separately, they may present a group grievance in writing, signed by each employee who is grieving to the Department Head or her designate within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred. The grievance shall then be treated as being initiated at Step No. 1 and the applicable provisions of this Article shall then apply with respect to the handling of such grievance.

8.06 Discharge Grievance

A claim by an employee that she has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Hospital at Step No. 2 within seven (7) calendar days after the date of discharge is effected.

8.07 Failing settlement under the foregoing procedure, any grievance, including a question as to whether the grievance is arbitrable, may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within fourteen (14) calendar days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned.

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

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

Arbitration Board. If they are unable to agree upon such a Chairman within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a Chairman.

- 8.10 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance, unless the parties agree to a mediator/arbitrator.
- 8.11 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure unless agreed to by mutual parties.
- 8.12 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 8.13 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority, and where there is no majority, the decision of the chairman will be final and binding upon the parties hereto and the employee or employees concerned.
- 8.14 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the Chairman of the Arbitration Board.
- 8.15 The time limits set out in this Article are mandatory and failure to comply strictly with such time limits, except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned.
- 8.16 Wherever arbitration board is referred to in the agreement, the parties may mutually agree in writing to substitute a single arbitrator for the arbitration board at the time of reference to arbitration and the other provisions referring to arbitration board shall appropriately apply.

#### **ARTICLE 9 - DISCIPLINE AND DISCHARGE**

- 9.01 Any letter of reprimand or suspension will be removed from the record of any employee fifteen (15) months following the receipt by the employee of such letter or suspension, provided that the employee's record has been discipline-free for such fifteen (15) month period.
- 9.02 Each employee shall have reasonable access to her file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein in the presence of the Employer. A copy of the evaluation will be provided to the employee at her request. The Employer agrees that letters of discipline will only be kept on file in the Employee's official Personnel record.
- 9.03 At the time discipline is imposed, it shall be done in private, however, the Employer will notify the employee of their right to union representation prior to the imposition of any level of discipline.
- 9.02 When an employee is issued formal discipline, it shall be given to the employee in writing, with a copy placed in the employee's employment record and a copy submitted to the Union President.
- 9.03 A claim by an employee who has been discharged or suspended without just cause, shall be treated as a grievance if a written statement of such grievance is lodged with the Department Manager at Step

No. 2 of the Grievance Procedure within seven (7) working days after the employee ceases working for the Employer and for the purposes of this Article, Step No. 1 shall be waived.

The Hospital acknowledges management's responsibility to identify performance deficiencies in a timely manner.

#### **ARTICLE 12 - BULLETIN BOARD**

12.01 It is agreed and understood that the Employer shall provide at no cost to the Union and shall place in a mutually agreeable locations, nine (9) bulletin boards to be used for the purpose of posting Union notices and job postings. Such notices shall not be removed by unauthorized personnel. The locations shall be:

- 1..R.C.C. Huot Building
2. Human Resources
3. Dr. Y. Emarra Main Bulletin Board
4. Glengarda Building
5. We C.A.R.E. for Kids House
6. Withdrawl Management
7. The Residential Treatment Facility
8. Crisis Dept. Ouellette Site
9. A.C.T. locations

12.02 Such notices shall be submitted by a representative of the Union to the office of the Director of Labour Relations for approval. There shall be no distribution or posting by employees of pamphlets, advertising or political matter, cards, notices or any other literature on the Hospital's property, unless initialed by the Union Local President and the Director of Labour Relations or her designate.

#### **ARTICLE 13 - FILLING OF VACANCIES AND JOB POSTING**

13.01 An application for transfer system will be established by the Employer under which any employee will be able to fill out an appropriate form indicating his interest in working within the bargaining unit elsewhere in the Hospital and his name shall be given consideration when a vacancy occurs. Where there is more than one application for a position from members of the bargaining unit and where qualifications, competence and skill are relatively equal, seniority shall be the deciding factor.

Prior to making a promotion or filling a new position or vacancy within the bargaining unit, the Employer shall inform the President (or designate) of the Union of the position being posted. The notice to the Union will include the position and reason for the posting i.e. new position or vacancy or a current position which the Employer intends to replace. If it is a vacancy of a current position, the notice shall contain the member's name and reason for vacancy.

The Employer will then post on the bulletin boards a notice of the position stating the location, title, description, and salary range, hours of work, and whether the position is full time or part time. In addition, the posting will provide some indication of the number of hours the job requires. This should not be construed as any guarantee of hours of work, or in any way a limitation on the employer's right to increase or decrease the hours of work as required.

Such notice shall be posted for five (5) working days excluding Saturdays, Sundays and statutory holidays in order that all members of the bargaining unit will know that the position is open and will be able to make written application to the Human Resources Department. Where there is more than one application for a position and where qualifications, competence and skill are relatively equal, seniority shall be the deciding factor. The Hospital shall post and send to the Union notification of the successful applicant.

13.02

Upon promotion to a higher classification an employee within the bargaining unit shall be paid at an increment level in the new classification which will result in a higher salary rate than the employee had received prior to such promotion and shall retain the same anniversary date for determining entitlement to future salary increments.

13.03

An employee who accepts a position within a classification within the bargaining unit shall be entitled to a trial period in the new position of thirty (30) working days and if at the expiration of that period he is found by the Employer to be unsuitable or if the employee does not wish to continue in the new position, he shall be entitled to return to his former position without loss of pay, seniority or other benefits, displacing any member of the bargaining unit who has filled that position during such trial period. The trial period may be extended by mutual agreement for a further period of thirty (30) working days.

13.05

For the purpose of job postings only, the hours of work on the seniority list for part time and casual employees will be updated to the end of the pay period immediately prior to the date of the job posting.

13.06

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 selection unless the vacancy would create a change of status or classification.

13.07

Where a posted position is awarded and the candidate who accepts the position elects not to move forward with the transfer, or where an employee transfers then elects to revert to his/her former position within the trial period, the employer shall proceed with the process outlined in article XXXX by using the applicant log from the original posting. If the original log is empty the position will be reposted for three (3) days prior to hiring externally. For clarification Temporary employees are deemed to be external employees for the purpose of job postings.

## **ARTICLE 14 – SENIORITY**

14.01

### **Probationary Period**

Newly hired employees shall be considered to be on probation for a period of sixty (60) working days from date of last hire (450 hours worked for part-time employees). If retained after the probationary period, the employee shall be credited with seniority from date of last hire. With the written consent of the Hospital the probationary employee and the President of the Local Union or her designate, such probationary period may be extended. It is understood and agreed that any extensions to the probationary period will not exceed an additional sixty (60) working days (450 hours worked for part-time employees) or such lesser period as may be agreed by the parties.

It is mutually agreed that within the first thirty (30) working days of employment, an evaluation will be made of the probationary employee so that the Hospital can assess the employee's performance and the employee may be made aware of any deficiencies.

14.02

An employee's seniority shall be cancelled and his employment shall be terminated for any of the following reasons:

- (a) if the employee quits;
  - (b) if the employee is discharged and his discharge is not reversed through the grievance procedure;
  - (c) if the employee has been laid off and fails to accept recall to a position with the employer in their former classification and status **regardless of wage schedule**.
  - (d) if the employee has been laid off and fails to indicate his intention to return to work within five (5) days and to return within fourteen (14) days after he has been notified by the Hospital to do so through registered mail addressed to the last address on record at the Hospital;
  - (e) if the employee is absent from work for more than three (3) consecutive working days without providing a reason satisfactory to the Hospital for such absence;
  - (f) if the employee overstays a leave of absence granted by the Hospital without providing a reason satisfactory to the Hospital;
  - (g) if the employee has been laid off for a period in excess of twenty-four (24) months without being recalled to work by the Hospital;
  - (h) if the employee retires;
  - (i) if the employee is absent due to illness or injury for a period in excess of thirty (30) months.
- This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code.

The Employer agrees to meet with the Union prior to the termination of an employee pursuant to this article to discuss other options.

- (j) In case of employees returning to work from illness or injury covered in paragraph (i) above, the employee must work for twenty (20) continuous days before establishing a new absence period unless the new absence is due to a new unrelated injury or illness.
- (k) if the employee as a condition of employment fails to pass professional society exams which lead to professional registration or certification requirements. This shall not adversely affect any employee hired prior to October 23, 1990.

14.03 (a) "Continuous service" is defined as the length of continuous employment with the Employer since the last date of hire.

- (b) "Seniority" is defined as the length of continuous employment within the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union subject to provisions in the applicable collective agreement where seniority does not or did not accrue.

(c) Provided employees have completed their probationary period, as provided in Article XXXXX, employee's seniority shall be based on the following:

- (i) a part-time and casual employee shall accumulate seniority based on paid hours provided, however, that no part-time or casual employee shall accumulate more than 1950 hours of seniority in any calendar year. For movement on the wage grid, part time and casual employees will move on the grid every 1762 hours worked but not earlier than the completion of one (1) calendar year from the date of the last increment. Part time employees will be credited with hours worked towards the accumulation of hours for purposes of movement on the wage grid.

- (ii) Full-time employees will advance on the wage schedule in Appendix A following the accumulation of an additional year of seniority.

- (iii) The Employer shall provide to an employee whose status changes (i.e. full-time, part-time, & casual), a letter outlining the seniority calculation used to determine the employee's seniority in his/her classification as a result of the change in status.

- (i) 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.

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.

In addition, the employee will become responsible for full payment of subsidized employee benefits in which she is participating for the period of the absence. The employee may arrange with the Hospital to prepay the full premium of any applicable subsidized benefits in which she is participating during the period of the leave in excess of sixty (60) continuous days to ensure continuing coverage.

It is further understood that during such absence, credit for seniority shall be suspended and not accrued during the period of absence. Notwithstanding this provision, seniority shall accrue for a period of thirty (30) months if any employee's absence is due to disability resulting in WCB or LTD benefits.

- (ii) Notwithstanding Article XXXXXX), service and seniority will accrue for a maximum period of seventeen (17) weeks if an employee's absence is due to pregnancy leave and for a maximum period of thirty-five (35) weeks if an employee's absence is due to a parental leave. In addition, the Hospital will continue to pay its share of the premiums of the subsidized employee benefits in which the employee is participating from seventeen (17) weeks from the commencement of the leave while the employee is on pregnancy leave and for up to thirty-five (35) weeks from the commencement of the leave while the employee is on parental leave, unless the employee does not intend to pay her contributions.

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

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

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

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

14.04

#### **Lay-Offs and Recall**

When it becomes necessary to increase or reduce the working force, then, where qualifications between employees are relatively equal, the following procedures shall apply:



- (i) In the event of a proposed layoff at the Hospital of a permanent or long-term nature (in excess of 13 weeks) the Hospital will:
- a) provide the Union with no less than five (5) months of notice in writing of such layoff; and
  - b) provide affected employees with no less than three (3) months of notice in writing of such layoff, or pay in lieu thereof.
- (ii) The Hospital agrees to meet the Union within 30 days of notice being received by the Union to review the following:
- a) The reasons causing the layoff;
  - b) The service which the Hospital will undertake after the layoff;
  - c) The method of implementation including areas of cut-back and employees to be laid off.
- Any agreement between the Hospital and the Union concerning the method of implementation of a layoff shall take precedence over the terms of this article.
- 14.05 (i) In the event of a lay-off, the Hospital shall lay-off employees in the reverse order of their seniority within their classification, providing that those employees who remain on the job have the qualifications and ability to perform the work.
- (ii) A full-time employee who is subject to lay-off shall have the right to either:
- (a) Accept the lay-off and be placed on a recall list for the period in accordance with XXXX, or
  - (b) Displace a full-time or part time employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit, provided the employee subject to lay-off is qualified to perform the duties of the lower or identical classification. Such employee so displaced shall have the same rights to the provisions above
- An employee who has the right to displace another employee shall have the right to the same training period as would typically be accorded to a new employee. Such training period may commence prior to the anticipated displacement.
- (iii) A part-time employee who is subject to lay-off shall have the right to either:

- (a) accept the lay-off, and be placed on a recall list for the period in accordance with 14.02 (g), or
- (b) displace a part-time employee who has lesser bargaining unit seniority and is the least senior part time employee in a lower or identical paying classification in the bargaining unit, provided the employee subject to lay-off is qualified to perform the duties of the lower or identical classification. Such employee so displaced shall have the same rights to the provisions above.

An employee who has the right to displace another employee shall have the right to the same training period as would typically be accorded to a new employee. Such training period may commence prior to the anticipated displacement.
- (c) A part-time employee will not be entitled to displace a full-time employee.
- (iv) 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.
- (v) Employees, while on lay-off, shall not accrue vacation pay.

#### **Notice of Recall**

Where an employee meets one of the following criteria, the following will apply.

#### **Definition of Lay Off-**

An employee will be considered laid off and have recall rights as per the Collective agreement if,

- a) A full time employee displaces into a lower wage rate
- b) A full time employee displaces into a part time position
- c) A full time employee does not retain a regular full time position
- d) A part time employee displaces into a lower wage rate
- e) A part time employee does not retain a regular part time position

- (vi) (a) A full-time employee who has been laid off shall have opportunity for recall from lay-off in order of seniority to an available full-time or part-time opening if the position has not been filled as per article XX of the Collective Agreement provided he has the qualifications and ability to perform the work. The regular full-time employee who accepts a recall to a temporary position, a lower paid classification or to a regular part-time position shall retain his/her recall rights to a regular full-time position in their previous classification in accordance with this Article. For purposes of recall, Schedule B positions will be deemed to be lower paid Classifications. (dependent upon Arbitration award)
- (b) A part-time employee shall have the opportunity for recall from lay-off in order of seniority to an available part-time opening, if the position has not been filled as per article XX of the Collective Agreement, provided he has the qualifications and ability to perform the work. The regular part time employee who accepts a recall to a temporary position, or a lower paid classification shall retain his/her recall rights to a regular part time position in their previous classification in accordance with this Article. For purposes of recall, Schedule B positions will be deemed to be lower paid Classifications. (dependent upon Arbitration award)
- (c) An employee who is recalled shall be credited with the seniority he had at the time of the lay-off.
- (vii) No new employee shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provisions, or have been found unable to perform the work available.
- (viii) The Hospital shall notify the employee of posting or 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 being posted or 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. If the employee declines a recall opportunity to a job in their former classification and status regardless of Wage Schedule, then recall rights have been fulfilled by the Employer and the employee shall have no further recall rights.

- (ix) The employee recalled and reinstated to his former classification shall receive the appropriate rate of pay for that classification at the time of recall. Any employee recalled and reinstated to any other position will receive the appropriate rate of pay for such position at the time of recall.
- (x) The Hospital and the Union recognize their joint responsibility and commitment to cooperate and participate in any government funded programs available to assist employees affected by a lay-off.
- (xi) For the purpose of Article 14.02 (g), the two year period will be re established in situations where a laid off employee is recalled, returns to work in a temporary position and where such temporary position ends.

#### 14.07

##### Temporary Service Reduction

- a) When the Hospital intends to reduce services in whole or part for up to two (2) consecutive weeks at a time, example, over Christmas, March Break, summer shutdown, they will endeavor to provide the Union with eight (8) weeks but no less than four (4) weeks written notification prior to the intended closure. In addition, employees in their respective departments will be informed of the staffing implications so they may schedule vacation, take an unpaid leave of absence, lieu time or banked stat holidays.

- b) Temporary service reductions will not be considered a layoff for the purpose of exercising bumping rights. However, the Hospital will make every reasonable effort to ensure that those who wish to continue working will be afforded such an opportunity. If an employee is required to accept an unpaid leave of absence during a temporary service reduction, a record of employment indicating a "shortage of work" will be provided in accordance with the Employment Standards Act, 1995 upon request by the employee.

#### 14.09

##### Seniority List

- i) A separate seniority list for full-time, part-time and casual employees shall be submitted to the Union and posted on the bulletin boards in the months of January and June in each year. The seniority lists shall show each employee's date of hire with the Employer, name, and classification, seniority date for full-time employees and seniority hours for part-time and casual employees.

- ii) Where more than one employee is hired on the same date, their order of seniority shall be determined based on who signed their formal Job Offer letter with the Employer first. This shall remain the seniority placement of said employees until such time as the next official seniority list is released as per Article 14.09 i).

#### **14.10.1**

##### **Responsibility Pay**

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

#### **ARTICLE 15 - TECHNOLOGICAL CHANGES**

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

The Hospital agrees to discuss with the Union, thirty (30) days prior to the implementation of such change, the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse effect, if any, upon employees concerned.

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

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 an appropriate period of training, with due consideration being given to the employee's previous educational background, during which they may perfect or acquire the skills necessitated by the newer method of operation. The employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six months. When needed, the employee and manager/or designate will meet periodically to review the training progress.

##### **Sick Leave and Long-term Disability**

Note: Provisions of Article XXXX, Sick Leave and Long Term Disability apply to full-time employees, only.  
(Article xxxx, xxxx,xxxx,xxxx, and xxxx also apply to part time employees)

17.01 The Hospital shall provide a short term sick leave plan at least equivalent to that described in 1982 Hospitals of Ontario Disability Income Plan (HOODIP) brochure.

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

17.02 The employer will be responsible for seventy-five (75%) per cent of the billed premium toward the HOODIP LTD plan as per the OHA contract and employees will be responsible for twenty-five (25%) per cent of said billed premium. It is understood that employees currently in receipt of LTD benefits will be grandfathered under the previous plan for the duration of their current LTD claims. Employees shall pay their portion of the billed premiums through payroll deduction.

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

17.07 Where an employee, employed as of the effective date of the transfer to HOODIP or equivalent, did not have the required service to qualify for payout on termination, she shall be entitled to the same payout provisions as set out in Article 17.06 above, providing she subsequently achieves the necessary service to qualify for payout under those provisions.

17.08 Where an employee, with accumulated sick leave credits remaining, is prevented from working for the Hospital because of an occupational illness and/or accident which is recognized by the Workers Compensation Board as compensable within the meaning of the Workers Compensation Act, the Hospital, on application from the employee, will supplement the award made by The Workers Compensation Board for loss of wages to the employee by such an amount that the award of the Workers Compensation Board for loss of wages, together with the supplementation of the Hospital, would equal one hundred (100%) percent of the employee's net earnings to the limit of the employee's accumulated sick leave credits. Employees may utilize such sick leave credits while awaiting approval of a claim for Workers Compensation.

17.09 Absence due to illness or injury compensable by the Workers Compensation Board shall not be charged against sick leave credits.

17.10 The Hospital shall have the right to demand production of a medical certificate from the employee when absent from duty due to illness or injury. Such medical certificate shall indicate the first and last day of sickness and that the employee is fit to resume work. When such medical certificate is demanded and not produced by the employee, the Hospital shall not be required to pay the employee wages for the time away from work. The Employer may request an employee attend at Employee Health Services in conjunction with an employee's return to work following such illness.

When medical certificates are required by the Hospital, such certificates will be paid for by the Hospital upon production of a receipt indicating the amount of payment. Such medical certificate shall be in a form deemed acceptable by the Employer.

An employee who is off work due to illness or injury for a period of thirty (30) calendar days or longer will endeavour to provide the Employer with five (5) days notice of their intent to return to work.

17.11 If an employee is on an approved sick leave and her accumulation of sick days have not been completely used, the employee will be paid for a scheduled holiday falling within such sick leave period and not as an approved paid sick leave. Such such holiday shall not count as worked hours for the purpose of re-qualifying for short-term sick benefits.

17.12 The Hospital will, by the end of May in each year, advise each full-time employee of the amount of her unused sick leave credits as of January 1 of the same year, at the employee's request.

## **16.05 Medical and Dental Appointments**

It is understood and agreed that employees will make every reasonable effort to schedule medical and dental appointments at times when they are otherwise not scheduled for work. When this is not possible, employees will schedule such appointments at a mutually agreeable time in a manner such as to minimize the disruption to their normal work schedule.

## **Workplace Safety and Insurance Act Illness or Injury**

16.06 (a) Absence due to illness or injury, compensable by the Workplace Safety & Insurance Board, shall not be charged against sick leave credits or entitlements.

(b) A full-time employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim from Workers' Compensation for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit she would receive from Worker's Compensation if her claim was approved or the benefit for which she would be entitled under the short term sick portion of the disability income plan (HOODIP or equivalent plan). Payment will be provided only if the full-time employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by the Workplace Safety Insurance Board. If the claim for Workers Compensation is not approved, the Hospital shall provide to the employee suitable modified work in accordance with the work restrictions as outlined in the evidence of disability. All parties acknowledge and understand the obligation to cooperate in an early and safe return to work plan. Any monies paid as an advance will be applied towards the benefits to which the full-time 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 weeks.

The above provision will also apply to those part-time employees who are absent from work as a result of an illness or injury sustained at work and who are awaiting approval of a claim from Workers' Compensation and who have an existing sick leave bank. The maximum amount of monies paid as an advance will be those which are equivalent in value to the employee's remaining sick leave credits.

## **ARTICLE 17 - LEAVE OF ABSENCE**

17.01

### **Personal Reasons**

The Hospital may grant leave of absence for personal reasons and such request shall not be unreasonably denied. Such leave of absence shall be applied for in writing by the employee to the department Head at least two (2) weeks prior to contemplated

commencement of the leave of absence. Such advanced notice shall be waived in cases of emergency. The application shall clearly state the contemplated length of time away. In cases of emergency, the contemplated length of time away shall be called in as soon as possible. During the period of absence, the employee shall not engage in gainful employment for any other person, firm or corporation. Failure to comply with this provision may result in disciplinary action being taken.

Employees are entitled to unpaid Personal Emergency Leave or Family Medical Leave in accordance with provisions of the Employment Standards Act as amended from time to time. In doing so, the employee must provide his/her immediate supervisor with the reason and duration of the time being requested under such provision. For additional information, employees may contact the Human Resources Department and/or Union Representative.

## 17.02

### Union Leave

- (a) Leave of absence for Union business shall be applied for in writing by the employee to his or her Department Head at least two (2) weeks prior to the contemplated commencement of the leave of absence and the application shall clearly state the length of time he shall be away from his work and the purpose of the leave of absence. In interpreting this clause, legitimate leave of absence for Union business shall include conventions, seminars, education programs or special executive board meetings. An employee shall be allowed to make applications for leave of absence for Union business only twice in any calendar year and the total of such leave of absence shall not be for longer than a two (2) week period. Not more than two (2) employees shall be eligible for leave of absence for Union business at one time.

- (b) Union Position Leave - Full Time

When an employee is selected as the Union's President or first Vice President (provincially) or the full time Local President, the Union will immediately following such election advise the Employer of the name of the employee so elected. Leave of Absence without pay shall be granted from the employee's place of employment for the duration of the current term of office. The Union and the Employer agree to meet at the earliest opportunity to negotiate provisions for the continuance of appropriate benefits.

- (c) When an individual of the bargaining units represented centrally by OPSEU is elected or appointed as an Executive Board Member, Executive Officer, or a member of Medical Division Executive, such an individual shall be granted leave of absence for the time off required to exercise the duties of such an appointment. Individuals requesting such leave of absence, are to provide the Employer with one (1) month's written notice except in extenuating circumstances. Such position shall be limited to one (1) member from the Hospital.

- (d) The Hospital will grant a leave of absence to an employee without pay or benefits for a period not to exceed six (6) months for the purpose of accepting a temporary full-time position with the Union. Application for such leave must be made at least one (1) month prior to commencement of the leave. No more than one employee shall be absent on such leave at any one time. During such



absence, the Hospital will fill the vacancy with a temporary employee as per the Collective Agreement.

- (e) For leaves of absence without pay for Union business specified under Articles (a) and (c) above, the employee's salary and applicable benefits will be maintained by the Hospital and the Union will reimburse the Hospital for the costs 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 leave of absence.

- (f) Local President Leave

The Hospital will pay the Bargaining Unit Vice President or designate 7.5 hours per every two pay periods to attend to Union business. The Hospital agrees to provide the Bargaining Unit Vice President or designate 7.5 hours of paid time every two pay periods for the purposes of conducting union business and attending meetings with the Hospital. It is understood that such 7.5 hours will be pre-scheduled at a time mutually agreeable between the bargaining unit president and the Hospital. It is further understood that the occasional loss of such 7.5 hours due to patient care demands will not result in payment.

#### 17.03

##### Pregnancy Leave

Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision.

- (a) An employee who is pregnant and who has been employed for at least thirteen (13) weeks immediately preceding the estimated date of her delivery, shall be entitled to a pregnancy leave of up to seventeen (17) weeks in duration.

The employee shall give written notice at least two (2) weeks prior to the date upon which she intends to commence the pregnancy leave, and provide a certificate from a legally qualified medical practitioner stating the expected birth date. If special circumstances arise out of the pregnancy and it is not possible to meet the obligation for notice, such notice as referred to above must be provided within two (2) weeks of stopping work.

An employee may begin her pregnancy leave no earlier than seventeen (17) weeks before the expected birth date. The pregnancy leave continues for seventeen (17) weeks after it began. The employee may end the leave by giving at least four (4) weeks written notice of the day she intends to return.

- (b) An employee on pregnancy leave as provided under this agreement who is in receipt of Employment Insurance pregnancy benefits pursuant to Section 18 of the Employment Insurance Act shall apply for and be paid a Supplemental Employment Benefit. The benefit will be equivalent to the difference between eighty four per cent (84%) of her regular weekly earnings and the sum of her weekly Employment Insurance Benefits and any other earnings. Such payment shall commence following completion of the two (2) week Employment

Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. 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 employment period. The Plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the Plan.

(c) **Parental Leave**

An employee who has been employed for at least thirteen (13) weeks is eligible for parental leave, whether they become a parent through the birth of their child, through adoption, or if they are in, or enter into, a relationship of some permanence with a parent of a child, and they intend to treat the child as their own.

Such leave must commence within thirty-five (35) weeks of the day the child was born, or becomes into custody, care and control of the employee for the first time.

Parental leave for an employee who has taken pregnancy leave must commence at the end of the pregnancy leave unless the child has not come into the care of the parent by that time. A employee must give at least two (2) weeks' notice of the date that the parental leave is to begin. Where the child comes into the custody, care and control of the employee for the first time sooner than expected, the leave will begin on the day the employee stops working, and notice must be provided within two (2) weeks of stopping work.

An employee's parental leave ends thirty-five (35) weeks after it began, if the employee also took pregnancy leave and thirty-seven (37) weeks after it began otherwise. An employee may end his or her parental leave earlier by providing the Hospital written notice of their intention to end the leave early at least four (4) weeks before the day he or she wishes to end the parental leave. In the case of adoption, the employee who is an adoptive parent may request the parental leave to be extended to twenty-four (24) weeks duration.

- (d) An employee who commences a parental leave, as provided under this agreement, who has applied for and is in receipt of Employment Insurance Benefits, pursuant to the Employment Insurance Act shall be paid a supplemental Employment Benefit which is equivalent to the difference between eighty four per cent (84%) of her regular weekly earnings and the sum of her weekly Employment Insurance Benefits and any other earnings.

Such payment shall commence following completion of the two (2) week Employment Insurance waiting period, and receipt by the Hospital of the member's Employment Insurance

cheque stub as proof that she is in receipt of such benefits for a maximum period of ten (10) weeks.

The employee's regular weekly earnings shall be determined by multiplying her 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 to receive payments for the covered employment period. The Plan provides that payments in receipt 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.

- (e) Where an employee has given written notice to begin either a pregnancy or parental leave, that notice may be changed to an earlier or later date by the giving of at least two (2) weeks notice.

Where notice to end a leave has been given, that notice may be changed to either an earlier or later date if the employee gives at least four (4) weeks notice.

- (f) Employees will continue to be enrolled in all pension and benefit plans in Article XX of this agreement unless the employee gives the Hospital written notice that the employee does not intend to pay the employee's contribution, if any, to such benefit plans. The Hospital will continue to contribute its share of any premiums for such benefits while the employee continues absence on pregnancy or parental leave, unless the employee gives written notice that they do not intend to pay their contribution, if any.

Employees who choose to pay their portion, if any, of the premium for such benefits plans may make such arrangements with the Hospital as are mutually satisfactory but failing such arrangements, it would be expected that the employee would make such payments by post dated cheques.

- (g) The employee shall be reinstated when the leave ends to the position the employee most recently held, if it still exists, or to a comparable position, if it does not.

- (h) Employees may request a maternity leave up to a maximum of twelve (12) months inclusive of pregnancy and parental leave provided they make such request at the same time as provided for in (a) above. Requests for such leave shall not be unreasonably denied.

- (i) It is understood that during pregnancy leave or parental/adoption leave, seniority shall continue to accrue. Part-time employees will accrue seniority based upon the average of hours paid on the previous twelve (12) months, prior to the first day of the leave.

- (j) Where an employee has become a natural father or has qualified to adopt a child and has at least thirteen (13) weeks of service at the commencement of his/her approved parental leave, such employee may be entitled to extend the parental leave up to an aggregate of six (6) months without pay. Such employee shall advise the Hospital as far in advance as possible of their qualifying to adopt, and shall request the leave of absence in writing upon receipt of confirmation of the pending adoption. Such request for an extension of the parental leave shall not be unreasonably withheld.

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

(Applicable to part-time employees)

Where an employee has become a natural father or has qualified to adopt a child and has at least thirteen (13) weeks of service at the commencement of his/her approved parental leave, such employee may be entitled to extend the parental leave up to an aggregate of six (6) months without pay. Such employee shall advise the Hospital as far in advance as possible of their qualifying to adopt, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. Such request for an extension of the parental leave shall not be unreasonably withheld.

For part-time employees, percentage in lieu of benefits shall continue while on pregnancy and/or parental leave, for a maximum of seventeen (17) weeks maternity leave and ten (10) weeks parental leave. This payment will be made consistent with Arbitrator Beck's supplemental award implementation instructions. This applies to leaves that commence on or after the date of ratification of this collective agreement

#### 17.04

##### **Educational Leave**

- (a) The Employer recognizes the desirability of employees in the bargaining unit maintaining and improving their knowledge in their respective areas of practice and for that purpose will give consideration to requests made to their Department Head or Supervisor for leaves of absence for members of the bargaining unit with or without pay to attend educational seminars, courses or conferences. It is acknowledged that this is not an undertaking or guarantee to honour such requests when made but a statement of policy which will be administered at the Employer's sole discretion subject to staffing requirements and financial considerations. Each application for Educational Leave shall be reviewed separately and considered on its own merits.
- (b) Employees who as a condition of employment must meet professional registration or certification requirements will be granted Leaves of Absence with pay in order to write professional society exams leading to such registration or certification.

- (c) Expenses associated with an Employee requested educational leave shall be reimbursed at the sole discretion of the Employer. All requests must be submitted in writing to the Manager prior to the requested leave.

All requests by employees for educational leave shall be granted in a fair and equitable manner.

- (d) Where the Employer requires or requests that an employee obtain or retain a license or certification outside the normal requirements for the classification, the necessary time involved as mutually agreed will be treated as paid time at the regular rate of pay.

#### **17.05 Jury and Witness Duty**

Employees who are called to serve as jurors or subpoenaed as witnesses in criminal or civil courts, shall be granted leave of absence for such purposes without loss of any privileges. Normal pay will continue to be issued on the usual pay dates. At the conclusion of his duty, the employee shall obtain a certificate from the Court, showing the period of his jury or witness service and shall deposit this certificate together with the full amount of the compensation but not including traveling allowance, with the Human Resources Department.

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 duty at the Hospital, on her regularly scheduled day off or during her regularly scheduled vacation, the Hospital will attempt to reschedule the employee's regular day off or vacation period, it being understood that any rescheduling shall not result in the payment of any premium pay. If the Hospital fails to reschedule such employees, the Hospital shall arrange lieu time off from work for all days the employees would otherwise be off work had it not been for the attendance at a Court or coroner's inquest.

(Applicable to part-time employees)

In addition to the foregoing, where a part-time employee is required by subpoena to attend a Court of law or coroner's inquest, in connection with a case arising from the employee's duties at the Hospital, on her regularly scheduled day off, she shall receive regular pay as if she had been scheduled to work that day.

#### **17.07 Effect of Absence (effective on the first of the month following ratification, on a "go forward" basis.)**

Seniority shall continue to accumulate during any paid leave and for the first sixty (60) days of any voluntary unpaid leave. An employee returning from an extended unpaid leave of absence shall be credited with the amount of seniority he had when he completed the first sixty (60) day period of unpaid leave.

### **Leave of Absence - Vacation Credits**

Vacation credits will not accrue during leave of absence without pay, except for leave of absence on Union business for one month or less.

### **17.08 Prepaid Leave**

The Hospital agrees to continue a prepaid leave program, funded solely by the employee, subject to the following terms and conditions and any amendments thereto:

- (a) The plan is available to employees wishing to defer a portion of their salary according to one of the following schedules, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801:
  - (i) three (3) years deferral of up to twenty-five (25) percent of annual salary followed by a one (1) year leave of absence; or
  - (ii) four (4) years deferral of up to twenty (20) percent of annual salary followed by one (1) year leave of absence.
- (b) The employee must make written application to the appropriate Department Head least six (6) months prior to the intended commencement date of the program (i.e., the salary deferral portion), stating the intended purpose of the leave.
- (c) The number of employees that may be absent at any one time shall not exceed one (1) per department. However, consideration shall be given to more than one (1) employee taking this leave in departments characterized by independently functioning, multi-units. The year for purposes of the program shall be September 1 of one year to August 31 of the following year or such other twelve (12) month period as may be agreed upon by the employee and the Hospital.
- (d) Written applications will be reviewed by the appropriate Vice-President, or Executive Director, R.C.C., or his/her designate. Leaves for the purpose of pursuing further formal education or post-graduate training will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority.
- (e) During the agreed upon period of salary deferral, the appropriate amount of the employee's gross annual salary (according to stipulations of the above schedule) will be

deducted and held for the employee and will not be accessible to him/her until the year of the leave, or upon withdrawal from the plan.

- (f) The manner in which the deferral salary is held shall be at the discretion of the Hospital.
- (g) All deferred salary, including vacation pay, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other schedule of payment as may be agreed upon between the Hospital and employee.
- (h) All benefits shall be kept whole during the years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained, but will not accumulate during the period of the leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which he/she is participating. Contributions to H.O.O.P.P. will be in accordance with the plan.
- (i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months' notice is given to the appropriate Department Head. Deferral salary, plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In the event of such withdrawal from the plan by the employee, the employee may have the option of being repaid either in a lump sum, or over a period of time, commensurate with the rate of deductions made from the employee's salary.
- (j) If the employee terminates employment, the deferred salary held by the Hospital, plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (k) The Hospital will endeavor to find a temporary replacement for the employee as far in advance as practical. If the Hospital is unable to find a suitable replacement, it may postpone the leave. The Hospital will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the plan, and re-arranging the leave at a mutually agreeable time, or of withdrawing from the plan, and having the deferred salary, plus accrued interest, if any, paid out to him/her within a reasonable period of time.
- (l) The employee will be re-instated to his/her former position unless the position has been discontinued, in which case he/she shall be given a comparable job. In the event an

employee decides, during the course of such leave, not to return to his/her position, least twelve (12) weeks' notice shall be given to the Employer.

(m) Final approval for entry into the prepaid plan will be subject to the employee entering into a formal agreement with the Hospital in order to authorize the hospital to make the appropriate deductions from the employee's pay. Such agreement will include:

- (i) a statement that the employee is entering the prepaid leave program in accordance with Article 17.08 of the collective agreement;
- (ii) the period of salary deferral and the leave period for which the leave is requested;
- (iii) the manner in which the deferred salary is to be held.

The letter of application from the employee to the Hospital to enter the prepaid leave program will be appended to and form part of the written agreement.

#### 17.09 RESERVIST LEAVE

An employee may be granted unpaid leave without the 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 accrue for the duration of the leave.

An employee may be granted unpaid leave without loss of service or seniority for the purpose of fulfilling his or her obligations to the Canadian Military Reserve in accordance with the Employment Standards Act. 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.

### ARTICLE 18 - HOURS OF WORK

- 18.01 (a) It is agreed that the normal or standard work week shall be an average of thirty-seven and one-half (37 ½) hours, with a normal or standard work day of seven and one-half (7 ½) hours. Time and one-half (1 ½) shall be paid for all hours worked in excess of 7 ½ hours per day exclusive of a lunch period or in excess of seventy-five (75) hours in a two (2) week period.



- (b) Overtime will be offered to the most senior employee in the classification in the area/department or unit. For the purposes of this Article, Child and Youth Workers I and II shall be considered one classification.

18.02

Following consultation with the Union and the employee or employees concerned, a Department Head or Supervisor may establish for a classification or classifications in this bargaining unit, a variable schedule or schedules to accommodate interviews with patients and/or their families outside the normal working hours and in that event, hours worked pursuant to such schedule or schedules shall be paid at regular straight time rates unless they exceed seventy-five (75) hours in a two-week pay period.

18.03 (a) **The following applies to FULL TIME employees only:**

There shall be four (4) days scheduled off within the above mentioned two-week pay period. The Hospital will endeavour to provide at least two (2) weekends off in four (4). If an employee is required to work a third (3<sup>rd</sup>) consecutive weekend, the employee will be paid at the overtime rate for all hours worked on a third (3<sup>rd</sup>) consecutive weekend and any subsequent weekend until a weekend is scheduled off, save and except where:

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

Regular work schedules will not require employees to work more than six (6) consecutive days unless mutually agreed upon between the employee and the Department Head/Supervisor. If more than six (6) days are scheduled, the seventh (7th) and consecutive days worked will be at the rate of one and one-half (1-1/2) times the regular straight time rate. There shall be two (2) consecutive days scheduled off if a maximum of six (6) days are worked.

**The following applies to PART -TIME employees only:**

18.03 (b)

There shall be four (4) days scheduled off within the above mentioned two-week pay period and the Hospital will schedule at least one (1) weekend in three(3) or at least two (2) consecutive days as days off, unless altered by mutual consent between the Hospital and employee.

Regular work schedules will not require employees to work more than six (6) consecutive days unless mutually agreed upon between the employee and the Department Head/Supervisor. If more than six (6) days are scheduled, the seventh (7th) and consecutive days worked will be at the rate of one and one-half (1-1/2) times the regular straight time rate. There shall be two (2) consecutive days scheduled off if a maximum of six (6) days are worked.

**Posting of Schedule for all Employees:**

A four (4) week schedule shall be posted two (2) weeks in advance of the commencement of the work schedule and the hours of each shift shall be scheduled on a consecutive basis to avoid split shifts. Where the schedule is changed other than by mutual agreement and less than forty-eight (48) hours' notice is given to the employee, time and one-half (1-1/2) of the employees regular straight time hourly rate will be paid for all hours worked on the first shift of the revised schedule. Prior to any schedule change after posting, the manager must notify the affected employee(s) directly of the change. If the schedule change has not been communicated to the employee(s) directly affected, no disciplinary action will be taken against the employee(s).

- (c) A minimum of twelve (12) hours shall be scheduled between regular tours of duty. Failure to provide at least twelve (12) hours between shifts shall result in payment of time and one-half (1 ½) for all hours worked during the twelve (12) hour violation. However, an employee will not receive premium payment if it is:

- (i) at the employee's request or agreement, or
- (ii) to accommodate a change or trade in shifts(s) between employees, or
- (iii) in an emergency situation beyond the control of the Employer.

- (d) Employees who report for work for which they are scheduled or called in but for whom no work is available in their classification, shall be paid four (4) hours at their regular straight time rate of pay.

- (e) Where there is mutual agreement between the employee and the Hospital, an employee may be scheduled to work nine (9) tours in one (1) biweekly pay period and eleven (11) tours in the next consecutive biweekly pay period, or vice versa, without overtime being paid in accordance with any other provision of this Agreement.

18.04

Except in cases of emergency, all overtime shall be authorized and approved in advance by the Supervisor or Department Head. Any overtime shall be compensated at the rate of one and one-half (1-1/2) hours pay for each hour worked.

18.05

Overtime hours worked may, at the employee's option, be taken as time off (on the basis of time and one-half for each hour of overtime) at a time or times mutually agreeable to the Employer and employee not later than eight (8) weeks following the pay period in which the overtime hours were worked. If the employee does not elect to take such option or if equivalent time off within such pay period cannot be mutually agreed upon, the overtime hours shall be paid at one and one-half (1-1/2) times the regular straight time rate. An extension of the period within which required time off for overtime worked is to be taken, may be granted by the appropriate Department Head or Supervisor.

18.06

Staff working the midnight shift in the Regional Children's Centre who are not able to receive relief for the lunch period shall be paid eight and one-quarter (8-1/4) hours pay per shift at their straight time hourly rate in recognition of their requirement to be on duty for eight (8) hours i.e. 1/2 hour pay at premium time.

18.07

The Employer will offer any extra hours (i.e. sick coverage, vacation, on-call, etc.) to part-time employees at straight time prior to calling casual staff. Extra shifts shall be offered/scheduled to part-time employees on a rotational basis up to a maximum of 75 hours per pay period. Additional available shifts shall be offered to casual employees on the same basis. Overtime shifts will be offered as per Article 18.01 (b).

18.08

#### **Rest Periods**

There shall be a fifteen (15) minute rest period during each half of a full shift worked at a time approved by the Department Head or Supervisor. An occasional loss of an employee's rest period due to an emergency shall not entitle the employee to financial reimbursement or equivalent time off. The normal schedule of fifteen (15) minute breaks will be followed unless a request is made by an employee to substitute one-half (1/2) hour break in a shift in lieu of two fifteen (15) minute breaks and the immediate supervisor agrees that circumstances so require. If allowed, the term for the half (1/2) hour break will be taken at a time agreed upon by the employee and the supervisor. Such requests will not be unreasonably withheld.

18.09

#### **Meal Voucher**

An employee required to work two (2) hours or more overtime in any day in addition to his or her regular seven and one-half (7-1/2) hour shift shall be supplied with a voucher entitling him or her to a cash allowance of seven (\$7.00) dollars. This cash allowance is to be redeemed by

the employee at the cashier's office upon submission of an approved meal voucher signed by the department manager. It is understood that where an employee has advanced notice of the additional hours to be worked, a meal voucher shall not be approved.

18.10

All work related meetings such as training, info sessions, staff meetings, etc., will be scheduled during an employees scheduled working hours. Reasonable notice will be given for such meetings. Where such meetings are not able to be scheduled as above, and where the Employers requires an employee to attend such a meeting, such employees will be paid their regular rate of pay for all hours worked subject to article XXXXX (overtime provision)

#### **ARTICLE 19 – HOLIDAYS**

19.01

The following will be recognized by the Hospital as paid Holidays:

|                       |                  |
|-----------------------|------------------|
| New Year's Day        | Labour Day       |
| Family Day            | Thanksgiving Day |
| Good Friday           | Remembrance Day  |
| Victoria Day          | Christmas Day    |
| Canada Day            | Boxing Day       |
| Civic Holiday         |                  |
| Second Monday in June |                  |

19.02

(Applicable to full-time employees)

An employee employed on a full-time basis who is not required by the Hospital to work on a paid holiday shall be paid one (1) day's pay calculated at her regular straight time rate. In order to qualify for such payment, the employee must have worked her last scheduled working day prior to such paid holiday and she must work her next scheduled working day following such paid holiday, unless she was unable to do so because of illness or injury established by the production of a medical certificate or other proof satisfactory to the Director of Human Resources.

(b)

(Applicable to full-time employees)

An employee employed on a full-time basis who is scheduled to work on a paid holiday and who actually works on a paid holiday may elect either:

- (i) to be paid for all hours worked on such paid holiday at the rate of one and one-half (1 1/2) times her regular rate of pay in addition to her regular rate of pay; or,
- (ii) to be paid for all hours worked on such paid holiday at the rate of one and one half (1 1/2) times her regular rate of pay and to have an alternative day off at regular pay (such day to be given by the Hospital within six (6) weeks after the paid holiday or a mutually agreeable time but in no event to exceed three (3) months).

(c) (Applicable to full-time employees)

In the event that a paid holiday occurs during the employee's vacation period, she shall, in such event, be entitled to one (1) additional day of vacation which extra day shall be taken at a time mutually agreed to by the Hospital and the employee. Such request for the additional day will not be unreasonably denied.

#### **ARTICLE 20 - VACATIONS WITH PAY**

20.01

Vacation requests and approval will be completed no later than April 1<sup>st</sup> of each year. After April 1<sup>st</sup> vacation will be granted on a first come basis.

Vacations are submitted by **the third Monday in March by 1500h each year in order for seniority to be utilized.**

For all vacation requests the employer will endeavor to provide the weekend before and after the approved vacation period off.

20.02

Employees in the bargaining unit who have less than one year of continuous service as of April 30th of any year, shall be entitled to a vacation calculated as follows:

|                                 |                                |
|---------------------------------|--------------------------------|
| 1 month's continuous service-   | 1-1/4 days vacation with pay   |
| 2 months' continuous service -  | 2-1/2 day's vacation with pay  |
| 3 months' continuous service -  | 3-3/4 day's vacation with pay  |
| 4 months' continuous service -  | 5 days vacation with pay       |
| 5 months' continuous service -  | 6-1/4 day's vacation with pay  |
| 6 months' continuous service -  | 7-1/2 day's vacation with pay  |
| 7 months' continuous service -  | 8-3/4 day's vacation with pay  |
| 8 months' continuous service -  | 10 days vacation with pay      |
| 9 months' continuous service -  | 11-1/4 day's vacation with pay |
| 10 months' continuous service - | 12-1/2 day's vacation with pay |
| 11 months' continuous service - | 13-3/4 day's vacation with pay |

Such vacation with pay shall be taken after completion of an employee's probationary period.

20.03

(a) (Applicable to full-time employees)

Employees who have completed less than one (1) year of continuous service as of April 30th shall be entitled to a vacation on the basis of 1.25 days per month for each completed month of service with pay in the amount of six (6%) percent of gross earnings.

Full-time employees shall receive with pay:

3 weeks vacation after 1 year of continuous service;  
4 weeks vacation after 3 years of continuous service;

5 weeks vacation after 13 years of continuous service;  
6 weeks vacation after 22 years of continuous service;  
7 weeks vacation after 28 years of continuous service

20.04

- (a) Choice of an employee's vacation period shall be on the basis of seniority within a working unit, recognizing the necessity of the employer maintaining sufficient staff in each classification to ensure the efficient operation of the Hospital.
- (b) Part time employees vacation selection will be based on prorated hours worked from January 1<sup>st</sup> to December 31 of the previous year. (i.e., if you worked 1170 hours in this time period, you would book three (3) vacation days to guarantee a full week off).

20.05

If an employee's anniversary date falls between May 1 and September 30 in any year, the entitlements in Articles XXXX up to and including Article XXXX shall apply.

20.06

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.

Where an employee is hospitalized for non-elective treatment or procedure immediately prior to or during scheduled vacation time, the employee will be allowed to cancel the vacation period and reschedule the vacation period at a later date mutually agreeable to the employer and the employee. In rescheduling, the employee will not be allowed to change the vacation time already allotted to more junior employees.

Where a bereavement leave occurs under Article XXXX of this Agreement immediately prior to or during scheduled vacation time, the employee will be allowed to substitute the affected vacation days with bereavement days, such vacation days to be taken at a later date, mutually agreed by the employer and employee.

## ARTICLE 21 – BENEFITS

21.01

### Pension Plan

It is agreed that employees will participate in the Hospital's of Ontario Pension Plan, administered by the Ontario Hospital Association, and that the Employer will pay the Employer's share of contributions payable thereunder and will deduct from eligible employees' wages the required portion of his or her earnings and remit same to the said Plan. It is agreed that enrollment in such pension plan will be in accordance with the requirements of such plan.

21.02

**Life Insurance**

The Hospital will assume the responsibility of paying One Hundred Per Cent (100%) of the premium cost of the Manulife Group Life Insurance Plan or its equivalent. Such plan provides coverage up to two times a full time employee's annual salary calculated to the nearest Five Hundred Dollars (\$500.00). Such plan also permits a full time employee to add insurance on his or her spouse at the employee's expense.

21.05

**Semi-Private Hospitalization**

The Hospital will provide full time employees in the bargaining unit with Semi-Private Hospitalization and it will pay One Hundred (100%) of the premium charged.

21.06

**Audio Plan**

The Hospital will provide full time employees in the bargaining unit with the Green Shield Audio Plan and it will pay One Hundred Per Cent (100%) of the premium charged.

21.07

**Vision Care Plan**

The Hospital will provide full time employees in the bargaining unit with the Green Shield Vision Care Plan (\$300 every 24 months) and it will pay one hundred percent (100%) of the premium charged therefore. The plan will allow the ability to utilize the monetary amount to be put towards laser surgery.

In addition, the Hospital will cover the full cost of optometry examinations to be reimbursed to a maximum of \$100.00 every two (2) years, per person.

21.09

**Existing Benefits Remain**

Any benefit plans, including the pension plan, in existence now shall remain in full force for the duration of the collective agreement. However, the Hospital shall have the right, during the term of this Agreement, to substitute a different carrier provided that:

1. The substituted plan shall not result in a decrease in any benefit provided by the existing plan, and
2. Sixty (60) days notice will be given to the Union of the Hospital's intention to substitute a different carrier, with full details of the plan being substituted provided to the Union, and
3. Representatives of the Hospital will meet with the Union, if requested, to review and discuss any problems involved in such substitution.

21.10

**Premiums Paid During Illness**

The Hospital agrees to continue to pay said premiums on behalf of full time employees who are absent because of illness or injury for the balance of the month in which said illness or injury occurs and for the month immediately following and for such further period, if any, that the employee continues to receive paid sick leave benefits.

For clarity, the Hospital agrees to pay its portion of the benefit premiums on behalf of a full-time employee who is in receipt of WSIB benefits up to maximum period of 12 months. The employee must continue to pay his/her portion of the benefit premium coverage during the 12 months in order to maintain benefit coverage.

In addition, the Hospital agrees to pay its portion of the benefit premiums On behalf of a full-time employee who is in receipt of short-term sick leave benefits in accordance with Article 16.02. The employee must continue to pay his/her portion of the benefit premium coverage in order to maintain benefit coverage.

In accordance with this Article, an employee shall have the option to retain benefit coverage (beyond the 12 months for WSIB benefits or once short-term sick leave benefits (Article 16.02) have been exhausted by paying 100% of the benefit premium costs. The employee must notify the Hospital in writing of continuation of such benefit coverage. The Employee must provide to the Hospital prior to each annual benefit renewal period postdated cheques in the amount applicable to the benefit premium costs.

If an employee fails to provide the applicable payments for such benefits, such benefit coverage shall cease thirty (30) days after receiving official notice by registered mail from the Hospital.

In the case of a pregnancy or parental leave of absence, the Hospital will pay their part of the premiums for benefit plans. The premiums to be paid by such employee while absent as aforesaid, will be deducted from her first pay upon her return to work. In the event such employee does not return to work, the said premiums to be paid by her while absent as aforesaid, may be deducted from any monies owing to such employee.



Part-time employees will be permitted to enroll into the part-time benefit group established by the Employer. It is agreed that part-time employees who elect to do so are responsible for one-hundred (100%) of the premium associated with such benefits and further that employees be limited to enroll on or cancel these benefits once per calendar year.

21.13

**Employment Insurance Premium Reduction**

It is agreed that the Hospital shall be entitled to retain One Hundred Per Cent (100%) of any employment insurance premium reduction or rebate toward off-setting the cost of benefits provided by this Agreement.

Upon written request, the Hospital shall disclose to the Union the amount of Employment Insurance premium reduction or rebate annually after approval from Human Resources Development Canada.

21.14

**Same Sex Coverage**

Coverage will be available to an employee and his/her same sex partner and their dependents in accordance with the terms and conditions of the Plans

**ARTICLE 22 – UNIFORMS**

22.01

The Employer will continue during the term of this Agreement, the existing policies with respect to the provision of uniforms or protective clothing.

23.01

**Vaccinations**

a)

**Hepatitis B Vaccine**

When 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.

b)

**Influenza Vaccinations**

When ordered by the Medical Officer of Health, Influenza Vaccinations will be required for all Employees covered by this Collective Agreement, unless contraindicated, at no cost to the Employees

**ARTICLE 24 - MILEAGE RATES**

24.01

Effective the first of the month following ratification of this Agreement by both the Union and the hospital, employees using their own cars on approved business of the Employer, shall receive mileage allowance to be in accordance with Hospital policy, which shall not be less than forty eight cents (\$0.48) per kilometer on the understanding that employees will carry a million dollar (\$1,000,000) personal liability insurance.

## **ARTICLE 25 - OCCUPATIONAL CLASSIFICATIONS AND WAGES**

25.02

When a new classification in the bargaining unit is established by the Hospital, or the Hospital makes a substantial change in the job content of an existing classification, the Hospital shall advise the Union of such new or substantially changed classification and the rate of pay which is established. If so requested within thirty (30) calendar days of such advice, the Hospital agrees to meet with the Union to permit the Union to make representations with respect to the appropriate rate of pay, providing any such meetings shall not delay the implementation of the new or substantially changed classification. Where the Union challenges the rate established by the Hospital and the matter is not resolved following the meeting with the Union, the matter may be referred to arbitration in accordance with the arbitration provisions contained in this collective agreement, it being understood that any arbitration board shall be limited to establishing an appropriate rate based on the relationship existing among other classifications within the Hospitals and the duties and responsibilities involved. It is further understood and agreed that when determining the appropriate rate, primacy must be given to the relationship between job classifications covered by this collective agreement and that such relativity must be maintained. Each change in the rate established by the Hospital either through meetings with the Union or by a Board of Arbitration shall be retroactive from the time at which the new or substantially changed classification was first filled.

17.02

### **Telephone Consultation**

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

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

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

at time and one-half times (1½) his or her regular straight time hourly rate, or equivalent time in lieu, per call, regardless of the duration of the call. Any additional time spent on the call over and above the initial minimum time shall be compensated at the same rate but in minimum fifteen (15) minute increments. The employee will complete a record of calls on a form following the period of the call. A call received during a period for which one of the aforesaid minimums is payable as a result of an earlier call will be treated for these purposes as a continuation of that earlier call.

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

#### 25.04 Call-In Pay-Call Back Pay

When an employee having left the Hospital following the completion of their regular shift, ~~who has not been scheduled for stand-by~~, or where the employee is on standby and is required to return to the Hospital for duty before the next regular shift, he shall be paid a minimum of four (4) hours at **time and one-half** (1 ½) the hourly rate for each call back and such employee will not leave the Hospital without obtaining a written release from the Supervisor on duty.

When an employee is on a statutory holiday and is called in for duty, the employee shall be paid at one and one-half (1-1/2) times their regular rate for all hours worked with a minimum of four (4) hours at time and one-half.

Where there are successive call-ins but there exists a period of overlap between the four (4) hour periods, the employee may not be paid more than time and one half (1 ½) his/her regular straight time hourly rate with respect to the period of overlap.

In the event that such four (4) hour period overlaps and extends into his regular shift he will receive the four (4) hour guarantee payment at time and one half (1 ½) and his regular hourly rate for the remaining hours of his regular shift. The reference to leaving the Hospital premises referred to above will not be applicable where an employee remains in the Hospital on Standby arrangement with the Hospital.

Mileage will be paid as a transportation allowance per Article 24.01.

~~This article applies to part-time employees who are on-call/standby only.~~

Note: Applicable to part-time employees only. For purposes of clarification, this article does not apply to prescheduled hours of work. The article does not apply where the employee elects to work additional unscheduled hours made available by the Hospital.

#### 25.05 Shift and Weekend Premiums

The Employer will pay to employees in the bargaining unit an afternoon shift premium of \$1.80 per hour (effective Oct 1/10), a night shift premium of \$2.20 per hour (effective Oct 1/10), and a weekend shift premium of \$2.35 per hour (effective Oct 1/10) on the understanding there will be no pyramiding of shift premiums on weekends. The afternoon shift premium shall apply whenever 50% or more hours worked on such shift falls between 3:00 p.m. and 11:00 a.m. The night shift premium shall apply whenever 50% or more hours worked on such shift falls between 11:00 p.m. and 7:00 a.m. The weekend shift premium shall apply from Friday midnight to Sunday midnight.

**25.06 Related Experience**

A claim for related experience if any, shall be made in writing by the employee at the time of hiring on the application for employment form. The employee shall cooperate with the Hospital by providing verification of previous experience. The Hospital will credit the employee with one (1) increment on the salary scale for every year of recent related full-time experience. The Hospital will review and verify the claim and will inform the employee where she/he will be placed on the salary scale, retroactive to the date of hire.

For the purpose of this clause, part-time experience will be calculated on the basis of one thousand seven hundred and sixty-two (1762) hours worked, equaling one (1) year of experience.

**ARTICLE 26 - PART-TIME EMPLOYEES**

26.01 Part time employees in the bargaining unit (being those who normally work fifteen (15) hours or more but less than thirty-seven and one half (37 ½) hours, exclusive of half-hour lunch periods, in a week) shall be entitled to receive the same proportion of wages and vacations with pay accrued to full time employees as the part time employees' hours worked in a pay period bear to the regular hours of a full time employee.

26.02 (a) Commencing the first of the month following or coincident with the completion of three (3) months of continuous employment, a part-time Employee shall receive in lieu of all fringe benefits (being those benefits to an Employee, paid in whole or part by the Hospital, as part of direct compensation or otherwise, including holiday pay, benefits as outlined in Article 21 and pension, save and except salary, SUB plan and vacation pay) an amount equal to fourteen (14%) percent of his regular straight time hourly rate for all straight time hours paid.

(b) Notwithstanding 26.02(a) above, part time employees are entitled to participate in the Hospitals of Ontario Pension Plan ("HOOPP"). For part time employees who are members of HOOPP, the percentage in lieu of benefits outlined in paragraph (a) above will be reduced twelve (12%) percent

(c) It is understood and agreed that the employee's hourly rate (or straight time hourly rate) in this Agreement does not include the percentage in lieu of benefit payment as applicable which is paid in lieu of fringe benefits. Accordingly the applicable percentage in lieu of benefits payment in lieu of fringe benefits will not be included for the purpose of computing any premium or overtime payments.

Part-time employees will be permitted to enroll into the part-time benefit group as established by the Employer, are responsible for one-hundred (100%) of the premium associated with such benefits and further that employees be limited to enroll on or cancel these benefits once per calendar year.

In the event a part-time employee, or her eligible dependent, suffers a life threatening illness or disease, the Hospital may, at its discretion, allow the part-time employee the opportunity to self pay the full monthly premium for prescription drug benefits covered under Article 27.02 for the duration of such illness or disease.

This Article is in keeping with the overall philosophy of the Health Centre and is not intended to provide a mechanism for part-time employees to pay prescription drug benefits without substantial cause.

#### **ARTICLE 27 –CASUAL EMPLOYEE ENTITLEMENTS**

Casual employees have all rights and entitlements under the collective agreement excluding benefits. Vacation pay and Holiday pay will be as per the Employment Standards Act, 2000. If an employee has actually worked the Holiday, they shall be paid as per the collective agreement. A seniority list will be developed and posted as per the collective agreement. Seniority will be accumulated by hours paid. No more than 1950 hours can be accumulated in one (1) year. Movement on the wage grid will be once 1762 hours has been reached.

#### **ARTICLE 28 - TEMPORARY VACANCIES**

28.01 Temporary vacancies created by full-time employees being on maternity leave, parental/adoption leave, illness or injury or approved leave of absence exceeding four (4) months will be filled as per Article 13 –Filling of Vacancies and Job Posting. Temporary vacancies not exceeding four (4) months will be filled as follows:

- (a) A regular part-time employee who has completed the probationary period will be given preference on a rotational basis in accordance with qualifications and ability to fill the position.
- (b) If a regular part-time employee is not available to fill the position, the manager will evaluate the possibility/feasibility of dividing the hours of the temporary vacancy amongst the remaining part-time within the department/unit/program.
- (c) If the position cannot be filled under sections (a) and (b) above, then casual employees will be offered the position in accordance with qualifications and ability to fill the position.
- (d) If the position cannot be filled under sections (a), (b) and (c) above, then the Hospital may fill that position as it sees fit.

28.02

Temporary vacancies created by part-time employees being on maternity leave, parental/adoption leave, illness or injury or approved leave of absence exceeding four (4) months will be filled as per Article 13 –Filling of Vacancies and Job Posting. Temporary vacancies not exceeding four (4) months will be filled as follows:

- (a) If a regular part-time employee is not available to fill the position, the manager will evaluate the possibility/feasibility of dividing the hours of the temporary vacancy amongst the remaining part-time within the department /unit/program.

(b) If the position cannot be filled under section (a) above, then casual employees will be offered in accordance with qualifications and ability to fill the position.

(c) If the position cannot be filled under sections (a) and (b) above, then the Hospital may fill that position as it sees fit.

28.03

Once the temporary vacancy ceases, the employee shall be returned to her former position. If a person hired under this Article fills the temporary vacancy, the release of such person shall not be the subject of a grievance or arbitration.

28.04

**Temporary Employee Seniority**

The Hospital agrees that for the purpose of this agreement, temporary employees are members of the bargaining unit and will be changed to regular employee status if continuously employed beyond the end date of the temporary contract/assignment. Such temporary contract /assignment end date may be extended by mutual agreement between the Hospital and the Union.

If a Temporary Employee applies for and is successful in attaining a regular position with the Employer prior to the end of the contract/assignment, all hours worked as Temporary Employee will be deemed to be seniority hours.

28.05

Temporary contract positions are those positions that are not created by a vacancy of a current employee, but by the desire of the Employer to hire on a short-time basis for specific assignments. The Employer agrees to notify the Union of the nature of the work being performed by the temporary contract employee and the anticipated length of time the temporary contract employee will be employed by the Employer.

Temporary contract employees will be employed for a specific term not to exceed twelve (12) months. When the term needs to be extended beyond the original employment period, the Employer will notify the Union and obtain approval from the Union for the extension. Such approval shall not be unreasonably withheld.

Employees hired by the Employer under this Article shall not accumulate seniority, but shall pay union dues. Temporary contract employees hired under this provision shall be terminated at the end of their employment as specified above.

If a bargaining unit member is interested in pursuing a proposed project position, the Union and Employer agree to meet to discuss the viability of such a request.

28.06

Where a temporary vacancy is posted and awarded per Article 13, but where the employee transferred in the temporary vacancy does not remain in the vacancy for the full term, the remainder of the vacancy shall not be re-posted. If the remainder of the vacancy is greater than six (6) months it shall be filled utilizing the original posting list. If the remainder of the temporary assignment is less than six (6) months the vacancy shall be filled at the employers discretion.

28.07

An employee who is offered and accepts a temporary vacancy must complete said vacancy prior to be considered for a new temporary vacancy.

#### **ARTICLE 30 – CONTRACTING OUT**

30.01 The Hospital shall not contract out work usually performed by members of this bargaining unit if, as a result of such contracting out, a lay-off of any bargaining unit employee occurs. Contracting out to an Employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off is not a breach of this provision. 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 or Agencies, or as a result of the withdrawal of the Hospital's license or authority to perform such services.

The Employer will meet with the Union, prior to any decisions being made with outside interest/partners, to discuss why the service may be contracted out and to address other options.

30.02

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

#### **ARTICLE 31 – JOB SHARING**

31.01

(a) Job Sharing is an arrangement between two (2) employees, the Union and the employer whereby two (2) employees within the bargaining unit share the hours of what would otherwise be one (1) full-time position.

(b) All Job Sharing arrangements shall be voluntary for all participants. Employees in a job sharing arrangement must be from the same classification and possess the necessary qualifications for the position.

- (c) Job Sharing requests with regard to full-time positions shall be made in writing to Human Resources with a copy to the Director of Human Resources.
  - (d) Job Sharing requests with regard to full-time positions shall be considered on an individual basis. It is understood that the Hospital has the sole right to determine if any full-time position shall be shared by two (2) employees and retains the sole right to determine the required ratio of full-time to part-time employees. Such rights shall not be exercised in an unreasonable or arbitrary manner.
  - (e) All Job Sharers shall be treated as regular part-time employees and shall be covered by the part-time provisions of the Collective Agreement unless expressly amended herein.
  - (f) (i) Total hours worked by the Job Sharers shall equal one (1) full-time position. The division of the hours on the schedule shall be determined by mutual agreement between the two (2) employees and the Manager.
  - (ii) Job Sharers will be offered additional shifts pursuant to Article 18.07.
  - (g) The above schedules shall conform with the scheduling provisions for full-time employees pursuant to the Collective Agreement.
  - (h) Each Job Sharer may exchange shifts with her partner, as well as with other qualified employees within the same classification.
  - (i) The Job Sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays as per Article 19 of the collective agreement.
  - (j) The Manager will resolve any disputes arising between the employees with respect to scheduling.
- 31.02
- (a) It is expected that both Job Sharers will cover each other's incidental illnesses. If, because of unavoidable circumstances, one cannot cover the other, the Manager or her designate will be notified and will be responsible to book coverage. Job Sharers are not required to cover for their partner in the case of prolonged or extended absences.
  - (b) For vacation, the Job Sharing partner will provide the replacement, where possible.
  - (c) In the event that one (1) member of the Job Sharing arrangement goes on a maternity leave or other leaves of absence the coverage will be negotiated with the Manager, but



it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.

- (d) In the event the remaining partner is unavailable to provide replacement coverage, then the Employer may fill the job share vacancy pursuant to Article 28 or if not applicable at its discretion. However, consideration will be given to part-time employees in the same classification who are qualified.

31.03

- (a) A Job Sharing arrangement may arise out of the filling of a vacant full-time position upon the mutual agreement by the Union and the Employer. Both job sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.
- (b) An incumbent full-time employee willing to share her position, may do so without having her half of the position posted. The other half of the Job Sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.
- (c) If one of the Job Sharers leaves the arrangement, her position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. If the remaining employee in the shared position was originally a full-time employee, she/he will be returned to her/his former full-time status in the position. If the remaining employee in the shared position was originally a part-time employee, she/he will be returned to her/his regular part-time status and the position will be posted and filled in accordance with the Collective Agreement.

- (d) Each new Job Sharing arrangement shall be subject to a six (6) month review to discuss any issues, concerns or suggestions.

31.04

- (a) Either the Employee or the Hospital may discontinue the Job Sharing arrangement with sixty (60) days' notice. Upon receipt of such notice a meeting shall be held between the Union, the Employee and the Hospital within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

- (b) Where a Job Sharing arrangement is discontinued under (a) above, the position must revert to a full-time position. The employees in the job shared position will revert to their former status (full-time or regular part-time) and position in the department where the job shared position was scheduled. If both of the employees were previously regular part-time, the resultant full-time position must be posted and filled in accordance with

the Collective Agreement. Any adjustments to the staffing levels in the affected classifications will be dealt with under the layoff provisions of the Collective Agreement.

#### **ARTICLE 32 - PROFESSIONAL RESPONSIBILITY**

32.01 In the event an employee has cause for concern that their professional standards are being compromised, the employee shall first pursue resolution with their immediate supervisor and/or Department Head.

Failing resolution of the complaint the employee shall fill out the Professional Responsibility Form, with a copy sent to the Union, and shall meet and present the form to the appropriate Department Head and Vice President, who shall hear and attempt to resolve the complaint.

#### **ARTICLE 33 - MODIFIED WORK PROGRAM**

33.01 The Hospital and Union recognize that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.

Recognizing their responsibilities under the applicable legislation, the Hospital agrees to implement and the Union agrees to participate in a hospital-wide Modified Work Program, supporting the principle of prompt rehabilitation and return to work of injured workers. Such modified work plan will be in accordance with the Human Rights Code.

#### **ARTICLE 34 – DURATION OF AGREEMENT**

34.01 Except as otherwise stated herein, this Agreement shall be deemed to have come into force on the 1<sup>st</sup> day of April 2014 and remain in force until the 31<sup>st</sup> day of March 2016, and thereafter unless either party notifies the other in writing of its desire to revise or amend or make a new agreement within ninety (90) days prior to the 31<sup>st</sup> day of March 2016. When such notification is given, negotiations between the parties shall commence not later than fourteen (14) days after the date of such written notification. The notification shall, as far as possible, list the subject matter of the proposed amendments or revisions.

#### **ARTICLE 35 – (New) INNOVATIVE/FLEX SCHEDULING**

Where the Hospital and the Union agree, arrangements regarding Innovative Scheduling/Flexible Scheduling may be entered into between the parties on a local level. 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 101)

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

Article 1-Work Unit and Employees Covered

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

Article 2 – Hours of Work

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

Article 3 – Agreed Variation from the Collective Agreement

(Collective Agreement provisions to be varied.)

Article 4 – Rest Periods

- 4:01 (a) Employees shall be entitled, subject to the exigencies of patient care, to relief periods during the shift on the basis of fifteen (15) minutes for each 3.75 hours worked.

Article 5 – Meal Periods

- 5:01 (The length of the meal period to be determined locally.)

Article 6 – Local Provisions

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

Term

This Agreement shall be (Specify Term)

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

Dated this       day of       ,20

For the Union

For the Hospital

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WAGES

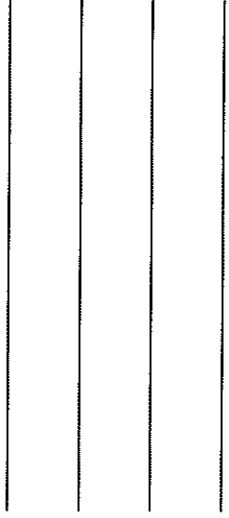
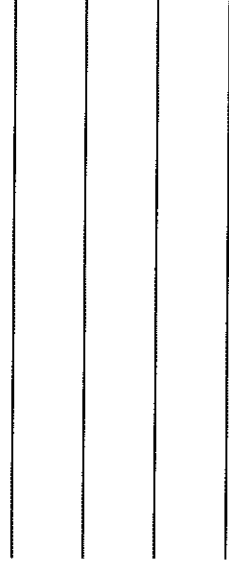
See attached Appendix "A"

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed by their duly authorized signing officers at Windsor, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 20 .

HOTEL DIEU GRACE HEALTHCARE

ONTARIO PUBLIC SERVICE  
EMPLOYEES UNION

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Letter of Understanding

between

The Ontario Public Service Employees Union

and

Hotel Dieu Grace Healthcare

RE: Community Based Services

Subject to the Provisions of Bill 136, as amended, the parties agree that in the event that programs are transferred to community based agencies from the Hospital or community based agencies to the Hospital during the life of this agreement, the Hospital agrees to meet with the Union to discuss the transfer process within 5 days of notice to the Union.

Renewed this      day of      , 20      in the City of Windsor

HOTEL DIEU GRACE HEALTHCARE      ONTARIO PUBLIC SERVICE  
EMPLOYEES UNION

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Letter of Understanding  
between  
Hotel Dieu Grace Healthcare  
(hereinafter referred to as "the Employer")  
and

The Ontario Public Services Employees' Union (OPSEU) Local 101  
(hereinafter referred to as "the Union")  
Tech Check Program

Whereas Appendix A of the Collective Agreement between the Hospital and the Union identifies the salary ranges for the recognized classifications within the bargaining unit represented by the Union; and

Whereas the responsibility allowance for "Tech Checks" is not outlined or identified in Appendix A of the Collective Agreement; and

The Hospital and the Union each agree with the other to the following terms and conditions:

1. The Hospital and the Union agree that the "Tech Check" Program has been implemented in the Pharmacy Department.
2. All new Pharmacy Technicians will be trained to complete the "Tech Checks" in accordance with the terms of the Program. Upon the attainment of the competencies required, the Pharmacy Technician shall receive a responsibility allowance of one dollar and twenty-five cents (\$1.25) per hour - which will then be added to their base rate.
3. The general wage increase for April 2003 will be calculated on the Pharmacy Technician's posted wage rate prior to the award of the responsibility allowance of one dollar and twenty-five cents (\$1.25) per hour.

This letter reflects the understanding reached between the Hospital and the Union during their most recent contract negotiations.

Renewed this            day of            , 20            in the City of Windsor.

HOTEL DIEU GRACE HEALTHCARE

ONTARIO PUBLIC SERVICE  
EMPLOYEES UNION

Letter of Understanding

BETWEEN

The Ontario Public Service Employees Union

Local 101

(Hereinafter referred to as the "Union")

AND

Hotel Dieu Grace Healthcare

(Hereinafter referred to as the "Hospital")

Re: Article 16: Part-Time Employees – Frozen "Sick Leave Banks"

WHEREAS the Hospital and the Union agree that effective May 29<sup>th</sup>, 2004, all existing sick leave plans for part-time employees employed by the Hospital on April 1, 2004 (the "Part-Time Employees") shall be terminated pursuant to Article 16.03(a) of the collective agreement between the Hospital and the Union (the "collective agreement");

AND WHEREAS the parties agreed to amend Article 16.03 of the collective agreement to provide for the sick leave credits of the Part-time Employees to be converted to a frozen, "sick leave bank";

NOW THEREFORE the parties agree as follows:

1. Frozen Sick Leave Bank

Effective May 29, 2004 all existing sick leave plans for Part-Time Employees will be terminated and the Part-Time Employees will no longer be entitled to accrue sick leave credits. As of May 29, 2004, any existing sick leave credits for Part-Time Employees will be converted to a frozen, "sick leave bank" to the credit of the Part-Time Employees. The amount of a Part Time Employee's frozen sick leave bank will be calculated at the maximum payout provided under the collective agreement [i.e. five years' service – 50%], regardless of the Part-Time Employee's number of years of service. Where a Part-Time Employee has unused sick leave credits accumulated prior to September 1, 1974, the amount of her/his frozen sick leave bank will be calculated in accordance with the collective agreement.

Part-Time Employees will be entitled to a payout of their frozen sick leave bank on termination of their employment or in the case of death, to the Part-Time Employees' estate. However, if at the time of termination of employment or death of the Part-Time Employee, the Part-Time Employee does not have the required number of years of service to be eligible for the maximum payout, the Part-Time Employee's frozen sick leave bank will be recalculated in accordance with the collective agreement based on the Part-Time Employee's actual years of service.

Notwithstanding paragraph (a) and (b) above, Part-Time Employees may choose to use their frozen sick leave bank (as described in paragraph (a) above) until it is depleted, as paid sick time to be drawn



on, in accordance with the terms and conditions of the collective agreement, during their period of employment with the Hospital.

A list identifying the Part-Time Employees with a frozen sick leave bank along with the amount of the frozen sick leave bank will be signed off by both parties and appended to this letter of understanding.

Dated this            day of April, 2004

Renewed this            day of  
HOTEL DIEU GRACE HEALTHCARE

,20            in the City of Windsor.

ONTARIO PUBLIC SERVICE  
EMPLOYEES UNION

## Letter of Understanding

BETWEEN

The Ontario Public Service Employees Union

Local 101

(Hereinafter referred to as the "Union")

AND

Hotel Dieu Grace Healthcare (Hereinafter referred to as the "Hospital")

### Integration for the Delivery of Health Services

The Participating Hospitals and OPSEU are determined to minimize the adverse impact of integration on employees. The parties agree that a standardized approach to Human Resources Adjustment Planning should be used. For this reason, OPSEU and the Participating Hospitals support the development of provincial standards or principles as described in the Joint Hospital Industry Labour Management Council letter to the Ministers of Health and Labour, dated March 23, 2006.

For the purposes of this letter of understanding, the parties agree that "integrate", "integration" and "health service provider" have the same meaning as defined in Bill 36, an *Act to Provide For The Integration Of The Local System For The Delivery Of Health Services*. Throughout this document, the words rationalization, consolidation or integration may be used interchangeably.

In the event of a rationalization of any part of the services of the Hospital with those of another hospital or hospitals, the Hospital and the Union agree to be guided by the following principles as well as to discuss the relevance, impact and implementation of this Letter of Understanding; For clarification, any changes the Parties agree to, superseded the article within this Letter.

- (a) the Hospital shall notify affected employees and the Union as soon as a formal decision to rationalize or integrate is taken;
- (b) the Hospital shall provide the Union with pertinent financial and staffing information and a copy of any reorganization plans which impact on the bargaining unit related to the rationalization of services.
- (c) the Hospital and the Union shall begin discussions concerning the specifics of the rationalization forthwith after a decision to rationalize is taken.
- (d) as soon as possible in the course of developing a plan for the implementation of the rationalization, the Hospital shall notify affected employees and the Union of the projected staffing needs, and their location, which are anticipated to result; notice to affected employees and the Union shall include the estimated number and types of positions anticipated to be available, and their location, as the result of the rationalization;

- (e) if services in the Hospital are to be reduced or eliminated as the result of a rationalization, or if the employment of employees is otherwise to be affected, the Hospital shall prepare a list of the affected employees in order of seniority by jobs for which it considers such employees are eligible. This list will be updated to reflect any changes due to employees leaving or entering the unit;
- (f) if a rationalization is anticipated to result in a loss of employment for employees at another hospital by reason of the establishment of a new unit or department or the enlargement or extension of services at the Hospital:
- i) in the period before a rationalization takes place, where a permanent vacancy occurs and has not been filled after Article 13.01 has been complied with, the vacancy shall be filled by the senior qualified employee of the other hospital who wishes to make an early transfer. An employee taking such a position shall be treated as a transferring employee and not as a new hire;
  - ii) when the rationalization takes place, and when employees formerly employed by the other hospital or hospitals involved are transferred to the Hospital, such employees shall maintain their seniority dates and shall be placed on seniority lists at the Hospital accordingly. Thereafter they shall exercise seniority rights in accordance with this agreement. Following implementation of the rationalization, no employee who has been transferred to the Hospital shall suffer a reduction in wages. If the wage grid in effect at the Hospital does not correspond to the grid in effect at the hospital at which such employees were formerly employed, employees whose wages were not identical to a wage step on the Hospital's grid shall be moved to the next higher step. Where the transferring employee's salary exceeds the range maximum, the employee's salary will be red circled;
  - iii) employees who have been transferred to the Hospital shall be subject to the benefit plans of the Hospital in the manner provided under the collective agreement. The retention, modification or abandonment of pre-existing grandfathered benefits and the provisions of sick leave plans, to which employees who have been transferred to the Hospital were formerly subject, shall be negotiated between the Union and the Hospital. Employees who have been transferred to the Hospital shall retain their former level of vacation entitlement or shall be entitled to the level provided by this agreement, whichever is the greater;
  - iv) hours of work shall be those of the Hospital;
  - v) an employee who has been transferred to the Hospital and who has not completed her or his probationary period at the Hospital where she or he was formerly employed shall receive credit for her or his service during such probationary period, and shall complete the balance of the probationary period required by this agreement. No new probationary period shall be served by an employee who has been transferred to the Hospital.

(g) Employees who are relocated or transferred to another employer by the Hospital will retain their seniority and service at their original hospital for a 24-month period. Employees relocated or transferred shall have the right to post for vacancies that arise, prior to or subsequent to the relocation or transfer, at their originating Hospital for that 24-month period. If they are the successful applicant, they will return to the employ of the Hospital with seniority accrued and service intact but not accrued, for the period that the employee was relocated or transferred to another employer.

(h) Nothing in the foregoing shall be deemed to limit or restrict the parties rights and obligations under the *Labour Relations Act, 1995* or the *Act To Provide For The Integration Of The Local System For The Delivery Of Health Services* (Bill 36), as may be amended from time to time.

(i) The parties may also wish to refer to the Service Rationalization/Employee Transfer Guidelines established by the Ontario Hospital Industry Labour Management Committee in 1986.

Renewed this

day of

in the City of Windsor, 20

HOTEL DIEU GRACE HEALTHCARE

ONTARIO PUBLIC SERVICE  
EMPLOYEES UNION

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BETWEEN

Hotel-Dieu Grace Hospital  
(the "Hospital")

- and -

Ontario Public Service Employees Union Local 142  
(the "Union")

WHEREAS the Hospital and the Union are parties to a Collective agreement dated April 1, 2006 (the "Collective Agreement")

AND WHEREAS the Hospital and the Union wish to retain the knowledge and experience of long service employees and at the same time create full time openings for employees who want a full time position;

The Hospital and the Union therefore agree to implement a program upon ratification which will remain in place for the duration of this collective agreement.

**Retiree/Job Sharing Program**

Where two full-time employees in the same classification and in the same discipline plan to retire at approximately the same time, prior to their retirement, they may request to return to work at the hospital as job sharers in one of their vacated full-time positions for a period of two years. Where approved, the following conditions apply

1. The two positions will remain as full time positions;
2. The job posting requirements of Article 15 will be waived only for the position of the more junior employee who is retiring, and such position will be filled by the two retiree job sharers. The terms of Article 15 will apply for the position of the more senior employee.
3. The retired/rehired employees will be treated as new part-time temporary job share employees under the collective agreement, with the exception of the probation provisions of Article 12.
4. The retired/rehired employees will share the position of the more junior employee, in accordance with Article 28.07 (a) to (j).
5. If there are more than two employees interested in making such job-sharing arrangements, the selection will be made on the basis of seniority. The number of such job sharing arrangements in any department will be made by the Hospital.
6. If one of the retired/rehired employees leaves the job sharing arrangement, the position will be offered on the basis of seniority to other employees in the discipline (or in the case of Social Workers, in the department or discipline) who may be retiring, to be filled for the remainder of the two year period. If there is no such employee who is retiring and is interested in this job sharing arrangement, the remaining retiree job sharer will have the option to continue for the remainder of the two (2) year period as a full-time employee. If she chooses not to do so, the job share arrangement will end and the remaining job-

sharer's employment will conclude. The full-time position now vacant will be addressed in accordance with Article 15 of the Collective Agreement.

7. In the event of a layoff in the discipline, classification and status where there is a retiree job-share position, the job share arrangement will be dissolved. In the event there is more than one such arrangement, the most recently-created arrangement will be dissolved first, in accordance with the number of layoffs identified.
8. Either the Hospital or the Union may discontinue any such job sharing arrangement within sixty (60) calendar days notice. Upon receipt of such notice, a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation.
9. At the end of the two years, the job shared position will conclude. The retiree job share employees will cease to be employed and the position will be addressed in accordance with Article 15 of the Collective Agreement.

Renewed this \_\_\_\_\_ day of \_\_\_\_\_, 201.

For the Union

For the Hospital

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

**Section 1: General Information**

Name of Employee(s) Reporting: \_\_\_\_\_ Steward: \_\_\_\_\_

Employer/site: \_\_\_\_\_ Unit/Area/Program: \_\_\_\_\_

Date of Occurrence: \_\_\_\_\_ Time: \_\_\_\_\_

Name of Supervisor: \_\_\_\_\_ Date/Time Submitted: \_\_\_\_\_

**Section 2: Details of Occurrence**

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Check One: ☐ Is this an isolated incident? ☐ An ongoing problem?

**Section 3: Contributing Factors**

- ☐ Staffing Shortages \_\_\_\_\_
- ☐ Patient/Work Preparation Concerns \_\_\_\_\_
- ☐ Patient/Work Volume \_\_\_\_\_
- ☐ Equipment Concerns \_\_\_\_\_
- ☐ Other \_\_\_\_\_

**Section 4: Identify the specific risk issues to staff/patient care**

- ☐ Emergency Situation (will result in serious impact on patient in the immediate future)
- ☐ Urgent Situation (will result in serious impact on patient in future)
- ☐ Pressing Situation (could result in serious impact on patient in the immediate/foreseeable future)

**Section 5: Employee Signatures**

Signature: \_\_\_\_\_ Phone No. \_\_\_\_\_

Signature: \_\_\_\_\_ Phone No. \_\_\_\_\_

Signature: \_\_\_\_\_ Phone No. \_\_\_\_\_

Date Submitted: \_\_\_\_\_

Note to Members and Stewards: Copies of any completed form should be retained by the member and further copies forwarded to the Department Manager and the Local President.

The Parties agree to above noted articles .

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2016 in the City of Windsor, On.

HOTEL DIEU GRACE HEALTHCARE

ONTARIO PUBLIC SERVICE  
EMPLOYEES UNION



The Parties agree to above noted articles.

Signed this 7th day of June 2016 in the City of Windsor, Ont.

HOTEL DIEU GRACE HEALTHCARE



ONTARIO PUBLIC SERVICE  
EMPLOYEES UNION

