

# **Collective Agreement**

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**between**

**Ontario Public Service Employees Union  
on behalf of its Local 571**

**and**

**University Health Network  
Full time & Part time**

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**DURATION: April 1, 2016 to March 31, 2019**



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## **ARTICLE 1 – PURPOSE**

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

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

## **ARTICLE 2 - SCOPE AND RECOGNITION**

### **Medical Laboratory Technologist and Technician Bargaining Unit**

- 2.01 The Hospital recognizes the Union as the exclusive bargaining agent for all Medical Laboratory Technologists, Technicians and their assistants employed by the University Health Network, Toronto Western Hospital, at its Bathurst Street Complex, its Medical Laboratories under the Council of Heads of Laboratory Departments in Metropolitan Toronto, save and except persons above the rank of Technologists-in-charge, students-in-training, students employed during the school vacation periods, office and clerical staff, practicing members of the medical and nursing professions, and persons covered by subsisting Collective Agreements.
- 2.02 The Hospital recognizes the Union as the exclusive bargaining agent for all Medical Laboratory Technologists, Technicians and their assistants employed by the University Health Network, Toronto General Hospital, at its University Avenue Complex, in its Medical Laboratories under the Council of Heads of Laboratory Departments in Metropolitan Toronto, save and except persons above the rank of Technologists-in-charge, students-in training, students employed during the school vacation periods, office and clerical staff, practicing members of the medical and nursing professions, and persons covered by subsisting Collective Agreements.
- 2.03 The Hospital recognizes the Union as the exclusive bargaining agent for all Medical Laboratory Technologists, Technicians and their assistants employed by the University Health Network, OCI/Princess Margaret Hospital, at its University Avenue complex, in its Medical Laboratories under the Council of Heads of Laboratory Departments in Metropolitan Toronto, save and except persons above the rank of Technologist-in-charge, students-in-training, students employed during the school vacation periods, office and clerical staff, practicing members of the medical and nursing professions, persons covered by subsisting collective agreements, research technologists and research assistants who are not doing work of the bargaining unit but may be doing similar work for research purposes.
- 2.04 The Hospital recognizes the union as the exclusive bargaining agent for all Medical Laboratory Technologists and Technicians employed by the University Health Network, but working at the following locations i.e., 67 College Street, 101 College Street (Banting Institute), save and except persons above the rank of Technologists-in-charge, students-in-training, students employed during the school vacation periods, office and clerical staff, practicing members of the medical and nursing professions and persons covered by subsisting Collective Agreements.

## Pharmacy Technician Bargaining Unit

- 2.05 All Pharmacy Technicians and Pharmacy Technician Candidates employed by University Health Network specifically at Toronto Western Hospital at its 399 Bathurst Street complex, Princess Margaret Hospital at its 610 University Avenue complex, Toronto General Hospital at its 200 Elizabeth Street complex in the City of Toronto, save any except senior technicians and persons above the rank of senior technicians, students in training, students employed during the summer vacation period, office and clerical employees, radio pharmacy technicians, and persons of whom any trade union held bargaining rights as of May 18, 2011.

## ARTICLE 3 – DEFINITIONS

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

### 3.02 **Temporary Employee**

Employees may be hired for a specific term not to exceed twelve (12) months, to replace an employee who will be on approved leave of absence, absence due to WSIB disability, sick leave, or long-term disability. This term may be extended a further six (6) months on mutual agreement of the Union and the Hospital such extension shall not be unreasonably denied. The period of employment of such persons will not exceed the absentee's leave. Employees may be hired to perform specific tasks not expected to exceed six (6) months in accordance with the conditions set out above. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

This clause would not preclude such employees from using the job posting provision under the collective agreement and any successful applicant who has completed his probation period will be credited with the appropriate seniority.

- (a) When such employee is transferred to permanent status in accordance with article 15.01, he/she will be credited with service to the last date of hire for the purpose of determining benefit-qualifying periods.
- (b) Vacation pay for temporary full-time employees will be paid in accordance with **Appendix B Article 21.01 (b)**. When such employee transfers to permanent status, vacation entitlement from the original date of hire will be prorated accordingly (no pyramiding). **Temporary employees shall receive 10% in lieu of benefits inclusive of HOOPP effective date of Award.**

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

Employees in bargaining units at the Hospital represented by OPSEU selected to fill such temporary vacancy agree not to apply for other temporary positions while filling the temporary vacancy. Upon completion of the temporary vacancy, the bargaining unit employee will be returned to his former position. Such employees shall continue to accrue seniority and service while filling a temporary vacancy.

Employees newly hired to fill such temporary vacancy will not accrue seniority during the filling of such vacancy. If such employees successfully post into a permanent position within the bargaining unit, they will be credited with seniority from their last date of hire. The release or discharge of such employee at the completion of the temporary vacancy shall not be the subject of a grievance or arbitration.

- (c) Notwithstanding the above, the Hospital may fill these vacancies at its own discretion.

### **3.03 Part-time Employee**

- (a) (i) **For the Medical Laboratory Technologist and Technician Bargaining Unit Only:** A part-time employee is defined as one who regularly works not more than 24 hours per week and does not include a temporary employee.
- (ii) **For the Pharmacy Technician Bargaining Unit Only:** A part-time employee is defined as one who regularly works less than full time hours referred to in Article 18.
- (b) A regular part-time employee is defined as an employee who makes a commitment to the Hospital to be available for work on a pre-determined basis as required and determined by the Hospital and in respect of whom there is a pre-determined schedule. A casual part-time employee is defined as an employee whose work is not on a pre-determined schedule basis but is on call (excluding provisions of Article 19) and is available to work any shift as circumstances demand.
- (c) Where part-time employees work full-time hours, when such hours are worked when relieving for vacation, illness, injury, or other approved leave of absence or on other occasions from time to time, they shall continue to be considered as part-time employees.

## **ARTICLE 4 – MANAGEMENT RIGHTS**

**4.01** The Union recognizes that the management of the Hospital and the direction of the working force are fixed exclusively in the Hospital and shall remain solely with the Hospital except as of the foregoing, it is the exclusive function of the Hospital to:

- (a) Maintain order, discipline and efficiency;
- (b) Hire, assign, discharge, direct, promote, demote, classify, transfer, lay off, recall and suspend or otherwise discipline employees, provided that a claim by an employee who has acquired seniority standing that he or she has been discharged or disciplined without reasonable cause may become the subject of a grievance and may be dealt with as hereinafter provided;
- (c) Determine, in the interest of efficient operation and highest standard of service, the number of personnel required, the standard of performance of all employees, the assignment of working hours, the services to be performed and the methods, procedures, facilities and equipment to be used in connection therewith;
- (d) Make and enforce and alter from time to time reasonable rules and regulations to be observed by the employees, provided that such rules and regulations shall not be inconsistent with the provisions of this Agreement.



## **ARTICLE 5 – NO DISCRIMINATION OR HARASSMENT**

The parties agree that a safe workplace, free of violence and harassment, is a fundamental principal 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.

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

## **ARTICLE 6 – NO STRIKE/NO LOCKOUT**

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

## **ARTICLE 7 – UNION SECURITY (Dues Deduction)**

- 7.01** The Hospital will deduct from each employee in the bargaining unit an amount equal to the regular monthly union dues designated by the Union. The amount of regular monthly dues shall be as certified to the Hospital by the Treasurer of the Union from time to time. The amounts so deducted shall be remitted by the Hospital to the Union’s Accounting Department no later than the 15th of the month following the month in which such deductions were made. In consideration of the deducting and forwarding of union dues by the Hospital, the Union agrees to indemnify

and save harmless the Hospital against any claims or liabilities arising or resulting from the operation of this Article.

- 7.02** Each employer agrees to forward to OPSEU Central, on a one-time basis, a master list of current bargaining unit members. This list shall include employee name, classification/job title, part-time/full-time status and if on leave of greater than thirty (30) days, and shall be provided no later than the posting of the second seniority list from date of ratification.

The above list shall be updated by providing changes on a monthly basis.

## **ARTICLE 8 - REPRESENTATION AND COMMITTEES**

### **8.01 Union Stewards**

The Hospital agrees to recognize twenty-six (26) union stewards to be elected or appointed from amongst employees in the **Labs** and nine (9) union stewards to be elected or appointed from amongst employees in the Pharmacy Technicians for the purpose of handling grievances as provided under this Collective Agreement.

### **8.02 List of Union Representatives**

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

The Hospital **agrees** to continue to recognize the privilege accorded to Union Executive Officers in their representation of employees in the presentation of grievances in situations where stewards are unavailable.

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

### **8.03 Grievance Committee**

The Hospital will recognize one grievance committee representing both the **Labs** and Pharmacy Technicians comprising a total of three (3) stewards at any given time to be elected or appointed from the bargaining units. One member shall be chairperson. The purpose of the committee is to deal with grievances as set out in this Collective Agreement.

### **8.04 Negotiating Committee**

The Hospital agrees to recognize one negotiating committee representing both the **Labs** and Pharmacy Technicians comprised of seven (7) members to be elected or appointed from the bargaining unit. The Hospital agrees that the members of the negotiating committee shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending negotiating meetings with the Hospital up to, and including, arbitration.

### 8.05 Labour Management Committee

- (a) There shall be a joint **Labs** Labour Management Committee comprised of up to seven (7) **employee** representatives **from the local**, one of whom may be a **part-time** employee, and up to seven (7) representatives of the Hospital.
- (b) **There shall be a** joint Pharmacy **Technician** Labour Management Committee comprised of up to three (3) **employee** representatives **from the local**, one of whom may be a **part-time** employee, and up to three (3) representatives of the Hospital.
- (c) Both committees shall meet to promote and provide effective and a meaningful communication of information and ideas and to attempt to resolve matters of mutual concern not covered in the Collective Agreement such as the updating of job descriptions. The Committees shall meet at mutually satisfactory times but in no event shall meet more than twelve (12) times per year. A representative of either party shall notify a representative of the other, in writing, at least five (5) days (excluding Saturdays, Sundays, and Holidays) prior to the requested meeting of the items it wishes to discuss. It is understood and agreed that the Committees shall not discuss grievances or other issues covered by the Collective Agreement.
- (d) **The Hospital will provide all union representatives with one hour (1) paid leave with no loss of credits immediately prior to and fifteen (15) minutes paid leave with no loss of credits immediately after each scheduled Labour Management Committee meeting. The Hospital will continue to pay and provide all credits for all such time as necessary to attend such meetings. This is inclusive of any travel time required between sites.**
- (e) **The Local President shall be entitled to attend both the Lab Labour Management Committee and the Pharmacy Technician Labour Management Committee.**
- (f) **All draft LMC Minutes will be provided one (1) week prior to the next scheduled meeting.** The final version of all LMC minutes shall be posted electronically within thirty (30) days of acceptance of said minutes.
- (g) The Hospital undertakes to notify the Union in advance so far as practicable of any renovations or construction projects that will affect bargaining unit employees.
- (h) The **Hospital** shall provide the Union with a list of vacancies and temporary employees on a quarterly basis via the LMCs.

### 8.06 Part-time Utilization Information

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

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

## **8.07 Professional Responsibility**

- (a) The Parties have a mutual interest in the provision of quality patient care. Therefore, where an employee, or group of employees, covered by this agreement and governed by an Ontario College under the Regulated Health Professions Act, have cause to believe that they are being asked to perform more work than is consistent with proper patient care it is agreed by the parties that such workload problems may be discussed by the local Labour Management Committee. Such complaint must be filed in writing within fifteen (15) calendar days of the alleged improper assignment using the form in Appendix A. This fifteen (15) day period shall include the attempt to resolve the issue at the unit departmental level. The manager/designate will provide a written response to the complainant(s), with a copy to the bargaining unit President or designate and the Labour Management Committee.
- (b) If, after a thorough investigation, no consensus can be reached at Labour Management Committee the parties will meet with the Chief Executive Officer (CEO)/Chief Operating Officer (COO) within thirty (30) days of referral to present the issues. The CEO/COO will notify the Union of the decision in writing within fourteen (14) days.
- (c) Where the employer requires employees who work in a classification for which there is a professional College under the RHPA, to also maintain membership in a professional association, the requirement for such membership may be the topic of discussions at the Labour Management Committee, in accordance with terms of the Collective Agreement.
- (d) Appendix A as referenced above may be utilized in the same manner by members not governed under the Regulated Health Professions Act.**

## **8.08 New Employee Interview**

All new employees will have the opportunity to meet with a representative of the Union in the employ of the Hospital for a period of up to **fifteen** (15) minutes during the employee's probationary period, without loss of regular earnings. The purpose of such meeting will be to acquaint the employee(s) with such representative of the Union and the **Collective Agreement**. These interviews will be held during the New Employee Orientation. The Hospital shall notify the Local President of the time, place and list of new hires in advance of the Orientation

## **ARTICLE 9 – ACCIDENT PREVENTION-JOINT 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 its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention and **Joint** Health and Safety Committee, at least one (1) representative 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 programmes and recommend actions to be taken to improve conditions related to safety and health.
- 9.04** The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfil 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** 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 meetings of the Accident Prevention and Health and Safety Committee in accordance with the foregoing, shall be granted.

A member of a committee is entitled to:

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

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

**9.07** The Hospital will ensure that there is one (1) OPSEU member certified, as described in the Occupational Health and Safety Act R.S.O. 1990, as amended up to and including 1998 among the OPSEU bargaining unit(s) at the Hospital. Such member will be selected or appointed by the Union. All issues relating to salary and costs associated with obtaining certification shall be in accordance with Article 16.06.

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

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

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

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

**9.10 Influenza Vaccine**

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

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

**9.11** This section does not apply to a worker

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

A worker may refuse to work or do particular work where he or she has reason to believe that, any equipment, machine, device or thing the worker is to use or

- (c) operate is likely to endanger himself, herself, or another worker;
- (d) the physical condition of the workplace or the part thereof in which he or she works or is to work is likely to endanger himself or herself; or
- (e) any equipment, machine, device or thing he or she is to use or operate or the physical condition of the workplace or the part thereof in which he or she works or is to work is in

contravention of the Occupational Health and Safety Act or the regulations and such contravention is likely to endanger himself, herself or another worker.

**9.12** The committee shall participate in all inquiries and investigations pursuant to the Occupational Health and Safety Act.

**9.13** The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.

**9.14 Hepatitis B Vaccine**

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

**9.15** Prior to effecting any changes in policies, procedures or programs pertaining to the provision of a safe and healthy workplace which affect workers covered by this Agreement, the Hospital will discuss the changes with and provide copies to the Union. Such topics may include but are not limited to; Violence in the Workplace (including Verbal Abuse), Musculoskeletal Injury Prevention, Needle Stick and other Sharps Injury Prevention, workers who regularly work alone or who are isolated in the workplace and Wellness Initiatives.

When faced with occupational health and safety decisions, the Hospital will not await full scientific or absolute certainty before taking reasonable action(s) that reduce risk and protects workers.

**ARTICLE 10 – GRIEVANCE & ARBITRATION PROCEDURE**

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

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

**10.03** (1) It is the mutual desire of the parties hereto that complaints shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given his immediate supervisor the opportunity of adjusting his complaint. Such complaint shall be discussed with his immediate supervisor within seven (7) calendar days from the event giving rise to the grievance, or from when the employee should have reasonably become aware of the event giving rise to the grievance. Failing settlement within seven (7) calendar days, it shall then be taken up as a grievance within the seven (7) calendar days following his immediate supervisor's decision in the following manner and sequence.

(2) The employee must submit the grievance through the Local Union, signed by the grievor and the Local Union President, or designate, to the Chief Executive Officer (CEO) of the Hospital, or designate. The employee may be accompanied, if he so desires, by his union steward. The grievance shall identify the nature of the grievance, the remedy sought, and should specify the provisions of the Agreement which are alleged to have been violated.

- (3) The parties will have a period of up to thirty (30) calendar days from the date the grievance is filed to attempt to resolve the grievance, and in any case, to provide the Union with a formal written response setting out the Hospital's position on the matter.
- (4) During the thirty (30) day resolution period referred to above, the parties will attempt to resolve the matter(s) in dispute through a meeting or a series of meetings, which shall involve the individuals with authority to resolve the grievance. In all cases, the meeting(s) shall include the Union Grievance Committee.
- (5) Prior to the initial meeting date being established, the parties will provide document disclosure on a without prejudice basis to each other, with the purpose of providing both parties with the opportunity to understand the grievance and to prepare for the resolution meeting(s).

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

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

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

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

#### **10.04 Policy Grievance**

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

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

#### **10.05 Grievance and Arbitration Procedure**

- (a) After a grievance has been filed, the Employer shall not initiate negotiations with the aggrieved employee with respect to the grievance either directly or indirectly without the consent or presence of a union steward.
- (b) A grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the agreement shall be originated at the level of the CEO or her/his designate within fourteen (14) calendar days following the circumstances giving rise to the grievance.
- (c) The parties are encouraged to take advantage of the process for the appointments of settlement officers as provided for in S.50 of the Labour Relations Act, 1995 (R.S.O. 1995 as amended).

#### **10.06 Group Grievance**

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

#### **10.07 Discharge Grievance**

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

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

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

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

- 10.09** All agreements reached under the grievance procedure between the representatives of the Hospital, the representatives of the Union and the grievor(s) will be final and binding upon the parties.
- 10.10** 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 its nominee. Within seven (7) calendar days thereafter, the other party shall appoint its nominee, provided however, that if such party fails to appoint its nominee as herein required, the Minister of Labour for the Province of Ontario shall have the power to make such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to agree upon a Chair of the Arbitration Board. If they are unable to agree upon such a Chair within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a Chair.
- 10.11** No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance, except as herein provided.
- 10.12** No matter may be submitted to arbitration, which has not been properly carried through all requisite steps of the grievance procedure.
- 10.13** The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, or to alter, modify, add to or amend any part of this Agreement.
- 10.14** The proceedings of the Arbitration Board will be expedited by the parties. The decision of the majority, and where there is no majority, the decision of the Chair, will be final and binding upon the parties hereto and the employee(s).
- 10.15** Each of the parties will bear the expense of its nominee, and the parties will share equally the fees and expenses of the Chair of the Arbitration Board.
- 10.16** The time limits set out in this Article are mandatory and failure to comply strictly with such time limits, except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned.
- 10.17** The parties to this agreement wish to encourage the settlement of grievances as soon as is possible and, wherever possible, without resort to arbitration.

When the parties do not elect to use S. 50 of the Act in the period immediately following the referral of a matter to arbitration, the parties will commence a period of review. During this time, they will each seek informed opinion with respect to the matter in dispute and consider whether the issues involved are such that the assistance of a mediator, or some form of early intervention, may be helpful. It is expected that this will occur within the first sixty (60) calendar days following referral of the matter to arbitration, avoiding the delay and costs that result from this process occurring immediately prior to an established hearing date.

- 10.18** Where "arbitration board" is referred to in the Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to arbitration board shall appropriately apply.
- 10.19** Notwithstanding the time limits as set out herein, in the interest of bringing the matter to an expeditious conclusion, where the decision or response is provided in less than the number of days provided above, any subsequent response will measure from the receipt of the response.

## **ARTICLE 11 – LETTERS OF REPRIMAND AND ACCESS TO FILES**

- 11.01** Any letter of reprimand or suspension will be removed from the record of an employee eighteen (18) months following the receipt by the employee of such letter or suspension provided that the employee's record has been discipline free for twelve (12) months. Leaves of absence in excess of thirty (30) calendar days will not count towards the eighteen (18) month period.
- 11.02** Each employee shall have reasonable access to his file for the purposes of reviewing any evaluations, letters of counselling or formal disciplinary notations contained therein. Such review shall take place in the presence of the employer. A copy of the above documents will be provided to the employee on request. An employee is entitled to place a written response to letters of counselling in his file.

## **ARTICLE 12 – SENIORITY AND SERVICE**

### **12.01 Probationary Period**

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

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

### **12.02 Seniority List**

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

(Article 12.03 (a) is applicable to part-time employees only)

### **12.03 Seniority Accumulation**

- (a) (i) Part-time employees shall have their seniority expressed on the basis of number of hours worked in the bargaining unit. (The foregoing is for clarity only and therefore does not modify an employee's level of seniority under this collective agreement or previous collective agreements.)
- (ii) Notwithstanding Article 12.03 (a) (i) seniority shall accrue during a pregnancy leave or parental leave. Seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave. For parental leave, seniority shall accumulate for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks if the employee did not take pregnancy leave.

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

- (iii) Seniority for part-timers shall accrue for absences due to a disability resulting in WSIB benefits, or illness or injury in excess of thirty (30) consecutive calendar days. The rate of accumulation will be based on the employee's normal weekly rate hours paid over the preceding qualifying 26 weeks. A qualifying week is a week where the employee is not absent due to vacation, pregnancy/parental leave, WSIB, or illness or injury that exceeded thirty (30) consecutive calendar days.
- (iv) A part-time employee cannot accrue more than 1650 hours of seniority and service in a twelve (12) month period. The 12-month period shall be negotiated locally and shall be set out in the Local Appendix.

(Article 12.03 (b) is applicable to full-time employees only)

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

#### **12.04 Transfer of Seniority**

Seniority shall be retained by an employee in the event he is transferred from full-time to part-time or vice versa. For the purposes of the application of seniority under the agreement but not for the purposes of service under any provisions of the agreement, an employee whose status is changed from full-time to part-time shall receive credit for his seniority on the basis of 1650 hours worked for each year of full-time seniority. For the purposes of the application of seniority, under the agreement but not for the purposes of service under any provisions of the agreement, an employee whose status has changed from part-time to full-time shall receive credit for his seniority on the basis of one (1) year of seniority for each 1650 hours worked. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer.

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

(NOTE: Article 12.05 applies to full-time employees only).

#### **12.05 (a) Effect of Absence**

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

During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increments, vacation leave, 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 he is participating for the period of the absence. The employee may arrange with the Hospital to prepay the full premium of any applicable subsidized benefits in which he is participating during the period of leave in excess of thirty (30) continuous calendar days to ensure continuing coverage.

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

- (ii) Notwithstanding Article 12.05 (a) (i), service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave. For Parental leave seniority and service shall accumulate for a period of up to thirty-five (35) weeks after the pregnancy leave began, if the employee also took pregnancy leave, and thirty-seven (37) if the employee did not take pregnancy leave.

The Hospital will continue to pay its share of the premiums of the subsidized employee benefits in which the employee is participating for up to 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 (thirty-seven (37) weeks if the employee did not take pregnancy leave), unless the employee does not intend to pay her contributions.

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

#### **12.06 Application of Seniority on Layoff and Recall**

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

#### **12.07 Layoff and Recall Rights**

Seniority lists and layoff and recall rights for full-time employees shall be separate from seniority lists and layoff and recall rights for part-time employees, subject to Article 13.04 (a) (iv), (v) and (vii).

#### **12.08 Retention & Accumulation of Seniority on Transfer Outside Bargaining Unit**

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

- (a) A period of less than eighteen (18) months or such longer period as the parties may agree upon or;

- (b) A specific term of appointment, including temporarily replacing an employee outside the bargaining unit,

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

#### **12.09 Loss of Service and Seniority**

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

- (a) leaves on his own accord;
- (b) is discharged and the discharge is not reversed through the grievance or arbitration procedure;
- (c) has been laid off without recall pursuant to Article 13.07 for twenty-four (24) months.
- (d) Is absent from scheduled work for a period of three (3) or more consecutive working days, without notifying the Hospital of such absence and providing a reason satisfactory to the Hospital;
- (e) Fails to return to work [subject to the provisions of (d)] upon termination of an authorized leave of absence without satisfactory reason or utilizes a leave of absence, without permission, for purposes other than that for which the leave was granted;
- (f) Fails upon being notified of a recall to signify his intention to return within five (5) calendar days after he has received the notice of recall mailed by registered mail to the last known address according to the records of the Hospital and fails to report to work within ten (10) calendar days after he has received the notice of recall or such further period of time as may be agreed upon by the parties;
- (g) Is absent due to illness or disability for a period of thirty (30) months, unless he has less than six (6) months' service at the time the illness or disability commenced and is not eligible for long-term disability benefits. If the employee has less than six months' service at the time the illness or disability commenced and is not eligible for long-term disability benefits, this provision will apply after an absence equal to his length of service at the time the absence commenced.
- (h) The Hospital will provide the Union with a list of employees engaged as temporary employees, indicating their department, classification and hours worked, twice per year, February and August.

#### **ARTICLE 13 – LAYOFF AND RECALL**

(NOTE: Article 13 applies to Full-Time and Regular Part-Time Employees only).

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

- (a) provide the Union with no less than 5 months' notice,
- (b) commencing at the time that notice is given to the Union, and prior to the giving of written notice to the employees if possible, jointly evaluate, plan and review:
  - the reason causing the layoff
  - the service the Hospital will undertake after the layoff
  - how the Hospital intends to effect the layoff, including areas where layoffs will occur, and which employees will be laid off
  - ways the Hospital can assist employees to find alternate employment.
  - ways and means of avoiding or minimizing the impact, including:
    - identifying and reviewing possible alternatives to any action that the Hospital may propose taking;
    - identifying and reviewing ways to address on-the-job retraining needs of employees;
    - identifying vacant positions within the Hospital for which surplus members of the bargaining unit might qualify, or such positions which are currently filled but which are expected to become vacant within a twelve (12) month period;
    - identifying contracting in opportunities;
    - mapping bumping options for affected employees, to the extent possible.

To allow the Labour Management Committee to carry out its mandated role under this Article, 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.

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

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

Employees shall be entitled to 3 months written notice of permanent or long-term layoff. To assist the employee in this process, layoff notices will contain, where possible, specific information on bumping options. It is agreed and understood that Regulation 327, Section 7, of the Employment

Standards Act applies. It is further agreed that notice to both the Union and the employees may run concurrently.

After receipt of such written notice, affected employees will have a period of up to fourteen (14) calendar days to indicate to the Hospital their choice of options as outlined below.

The Hospital agrees to meet with the affected employee(s) within seven (7) calendar days after it has received written notification of the employee's choice of entitlement, in order to verify his/her choice or to discuss alternatives.

NOTE: For purposes of layoff under Article 13, the clinical laboratory department would include the sub-disciplines of laboratory medicine. For purposes of layoff under this Article, a discipline is a service function within a department.

- 13.04 (a)** An employee who is subject to permanent or long-term layoff shall have the following entitlements:
- (i) accept the layoff and be placed on a recall list for twenty-four (24) months from the date the actual layoff begins; or
  - (ii) accept the layoff, and thereafter, at the Employer's option, receive pay in lieu of notice and not be required to report for work during the notice period. It is agreed and understood that during the period of notice the employee's wages and benefits will be maintained as if he/she were at work, and that his/her layoff will be deemed to have commenced at the end of the notice period;
  - (iii) the employee may displace an employee who has lesser bargaining unit seniority and who is the least senior employee within his or her classification, identical paying classification, or lower paying classification in his or her discipline or department, if the employee originally subject to layoff can perform the duties of the least senior employee within his or her classification, identical paying classification, or lower paying classification in his or her discipline or department.
  - (iv) An employee who has the right to displace another employee shall have the right to the same training period as would typically be accorded to a new employee. Such training period may commence prior to the anticipated layoff.
  - (v) If the full-time employee cannot displace a full-time employee in (iii), the employee may displace an employee who has lesser bargaining unit seniority and who is the least senior employee in her classification, identical paying classification, or lower paying classification in her discipline or department, if the employee originally subject to layoff can perform the duties of the least senior employee in her classification, or identical paying classification, or lower paying classification in her discipline or department.
  - (vi) If the part-time employee cannot displace a part-time employee in (iii), the employee may displace a full-time employee who has lesser bargaining unit seniority and who is the least senior employee in her classification, identical paying classification, or lower paying classification in her discipline or department, if the employee originally subject to layoff can perform the duties of the least senior



employee in her classification, identical paying classification, or lower paying classification in her discipline or department.

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

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

- (i) accept the layoff and be placed on a recall list for twenty-four (24) months. During this period of layoff the employee may elect to receive payment of some or all of his/her earned vacation credits up to a maximum of the period of the layoff. It is understood that his/her vacation bank and entitlement will be appropriately reduced for that vacation year; or
- (ii) displace an employee within his or her classification who has lesser bargaining unit seniority and who is the least senior employee within his or her classification, if the employee originally subject to layoff can perform the duties of the least senior in his or her classification in his or her discipline.
- (iii) An employee who has the right to displace another employee shall have the right to the same training period as would typically be accorded to a new employee. Such training period may commence prior to the anticipated layoff.

- (iv) If the employee cannot displace an employee in (ii), the employee may displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in his or her discipline, if the employee originally subject to layoff can perform the duties of the least senior employee in a lower or identical paying classification in his or her discipline.

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

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

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

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

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

(b) (i) In addition to 13.08(a) a full-time employee who has displaced a part-time employee shall be entitled to return to the position he held prior to the lay-off should it become vacant within twenty-four (24) months of the lay-off, provided that the employee remains qualified and able to perform the duties of his former position.

(ii) In addition to 13.08(a) a part-time employee who has displaced a full-time employee shall be entitled to return to the position he held prior to the layoff should it become vacant within twenty-four (24) months of the layoff, provided that the employee remains qualified and able to perform the duties of his former position.

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

- 13.10** Where there is an available opening which has not been filled in accordance with Article 13.07, an employee who has either accepted a layoff or is under notice of layoff and is unable to displace any other employee will be given an opportunity for on-the-job retraining of up to 6 months, subject to the staffing requirements of the hospital, if, with the benefit of such retraining, the employee could reasonably be expected to obtain the qualifications and ability to perform the work. Such opportunities will be provided in order of seniority. During the period of on-the-job retraining the recall period will continue to apply from the original date of layoff. If, following the period of on-the-job retraining the employee has not obtained the qualifications and ability to perform the work, the employee will be returned to the recall list or will be terminated in accordance with Article 12.09 (c).
- 13.11** In the event that an employee who has been laid off and is placed on a recall list is assigned, by the Hospital, ad hoc shifts or to a temporary vacancy, she will retain, but not accumulate her seniority and service held at the time of layoff. Employees in such assignments will be treated as part-time. Where an employee is recalled pursuant to Article 13.07 she will receive credit for service and seniority for shifts worked under this provision. Any assignments under this provision will be offered on a voluntary basis.
- 13.12** (a) Local Human Resource Plans will apply to Health Services Restructuring Commission directives. In other circumstances, the balance of this Article will apply.
- (b) Before issuing notice of long term layoff pursuant to Article 13.03, and following notice pursuant to Article 13.01(a), the Hospital will make offers of early retirement allowance in accordance with the following conditions:
- (i) The Hospital will first make offers in order of seniority in the department(s) and in classifications where layoffs would otherwise occur. The Hospital will offer the same number of early retirements as the number of layoffs it would otherwise make.
  - (ii) The Hospital will make offers to employees eligible for early retirement under the Hospital pension plan (including regular part-time, if applicable, whether or not they participate in the hospital pension plan).
  - (iii) If no employees on the unit affected accept the offer, the Hospital will then extend the offer to other employees in the same classification as that being affected in the bargaining unit in order of seniority.
  - (iv) The number of early retirements the Hospital approves will not exceed the number of employees in that classification who would otherwise be laid off.
  - (v) An employee who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of two (2) weeks' salary for each year of service, to a maximum ceiling of fifty-two (52) weeks' salary.
- (c) Where an employee has received individual notice of long term layoff under Article 13.03 such employees may resign and receive a separation allowance as follows:
- (i) Where an employee resigns effective within thirty (30) days after receiving individual notice of long term layoff, she or he shall be entitled to a separation

allowance of two (2) weeks' salary for each year of continuous service to a maximum of sixteen (16) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation will be reimbursed for tuition fees up to a maximum of three thousand (\$3,000.00) dollars.

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

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

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

**ARTICLE 14 – TECHNOLOGICAL CHANGE**

(NOTE: Article 14 applies to full-time and regular part-time employees only).

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

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

Employees with one 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.

**14.02** Where new or greater skills are required than are already possessed by affected employees under the present method of operation, such employees shall be given a period of training, with due consideration being given to the employee's previous educational background, during which they may perfect or acquire the skills necessitated by the newer method of operation. The

employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six months.

## **ARTICLE 15 – JOB POSTING, PROMOTION AND TRANSFER**

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

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

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

In filling such temporary vacancies, the Hospital shall consider employees who have expressed an interest, in writing, in filling such vacancies, on the basis of the selection criteria as set out in Article 15.06 unless the start of the new assignment is after the expiration of the existing assignment.

Employees in bargaining units at the Hospital represented by OPSEU selected to fill such temporary vacancies agree not to apply for other temporary positions while filling the temporary vacancy. Upon completion of the temporary vacancy, the bargaining unit employee will be returned to his former position. Such employees shall continue to accrue seniority while filling a temporary vacancy.

Employees newly hired to fill such temporary vacancy will not accrue seniority during the filling of such vacancy unless the start of the new assignment is after the expiration of the existing assignment. Where part-time workers fill temporary full-time vacancies, such workers shall maintain their part-time status, and shall be covered by the part-time terms of the collective agreement. If such employees successfully post into a permanent position within the bargaining unit, prior to the end of the non-posted vacancy, they will be credited with seniority from their last date of hire. The release or discharge of such employee at the completion of the temporary vacancy shall not be the subject of a grievance or arbitration.

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

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

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

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

- 15.06** In filling posted vacancies the selection shall be made based on skill, ability, experience, and relevant qualifications of the applicants. Where these factors are relatively equal, bargaining unit seniority shall be the governing factor.
- 15.07** In matters of promotion and staff transfer, a successful bargaining unit applicant shall be allowed a trial period of up to sixty (60) days (450 hours for employees whose regular hours of work are other than the standard work day) worked during which the Hospital will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned by the Hospital, to the position formerly occupied, without loss of seniority. Should the employee return or be returned to his former job, the filling of subsequent vacancies will be reversed.
- 15.08** An employee who is promoted to a higher rated classification within the bargaining unit will be placed in the range of the higher rated classification so that he shall receive no less an increase in wage rate than the equivalent of one step in the wage rate of his previous classification (provided that he does not exceed the wage rate of the classification to which he has been promoted) the employee's anniversary date shall be adjusted.
- 15.09 (1) Medical Laboratory Technologist/Technician Bargaining Unit Only:**  
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 his date of selection.
- (2) Pharmacy Technician Bargaining Unit Only:** An employee selected as a result of a posted vacancy need not be considered for a further vacancy for a period of up to twelve (12) months from his date of selection.
- 15.10** Where there are no successful applicants from within the bargaining unit for posted vacancy positions, employees in other OPSEU Paramedical bargaining units at the Hospital will be considered for such staff transfers or promotions prior to considering persons outside OPSEU Paramedical bargaining units at the Hospital. The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with Article 15. All provisions of Article 15.06 will apply to employees selected in accordance with this provision.

Where the Hospital determines to post a vacancy or new position which is required to provide coverage at multiple sites, it will indicate this requirement on the job posting and the Hospital will discuss it with the Union prior to posting. All present employees in the Medical Laboratory Technologist and Technician bargaining unit as of the date of the arbitration award, March 31, 1993, will not be required to work at both sites unless they apply for such a position. It is understood that the Hospital will provide training and orientation for multiple sites to successful candidates.

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

When this occurs, the Hospital shall post this opportunity in the form of an information notice in the relevant department(s) for a period of at least seven (7) calendar days. A copy of the posted notice will be sent to the Local President or designate within the aforementioned seven (7)

calendar days. Employees wishing consideration for these opportunities must express their interest, in writing, within the seven (7) day period referenced herein.

The Hospital shall consider employees for these opportunities on the basis of skill, ability, relevant qualifications and seniority. Notwithstanding the above, the final decision for selection will be at the discretion of the Hospital.

If requested, the Hospital will discuss with unsuccessful applicants reasons why they were not chosen for the opportunity.

## **ARTICLE 16 – LEAVES OF ABSENCES**

(NOTE: The provisions of Article 16, Leaves of Absence, apply to full-time and regular part-time employees.)

### **16.01 Personal Leave**

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

### **16.02 Union Business Leave**

- (a) Local Union Business Leave

The Hospital agrees to grant leave of absence without pay to local bargaining unit members for the purpose of attending Union seminars and/or attending to Union business. The cumulative total leave of absence will be determined locally, but shall not exceed fifty (50) days per year combined between both the **Labs** and Pharmacy Technicians.

- (b) Union Position Leave – Full Time

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

- (c) Where an employee is elected or appointed as an Executive Board Member, Executive Officer, member of Medical Division Executive or as a Membership Development Trainee, such individual shall be granted leave of absence for the time off required to exercise the duties of such appointment. The notice requirements to obtain such time off shall be governed in accordance with the leave of absence policy and procedure of the affected

Hospital. Such positions shall be limited to two (2) members from a Hospital with no more than one individual from within a section/division within a Department.

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

(e) Local Union Business - Time-Off

**The two highest ranking Local Executives, one representing the Labs and one representing Pharmacy, shall each be allowed one (1) day off per month from regular duties, with no loss of pay or credits, to conduct the business of the Local.**

For clarification purposes: this time shall be used to conduct business within the Hospital pertaining to issues concerning OPSEU Local 571 and the Hospital; this shall not impede or limit any rights under the Collective Agreement.

### **16.03 Bereavement Leave**

An employee who notifies the Hospital as soon as possible following bereavement shall be granted four (4) consecutive working days off without loss of regular pay for scheduled hours, in conjunction with the day of the funeral of a member of her or his immediate family.

"Immediate family" means parent, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandparents of spouse or grandchild. An employee shall be granted one (1) day bereavement leave without loss of regular earnings to attend the funeral of, or a memorial service (or equivalent) for her or his aunt, uncle, niece or nephew. "Spouse" for the purposes of bereavement leave will be defined as in the Family Law Act. "Spouse" for the purposes of bereavement leave will also include a partner of the same sex. "Immediate family" and "In-laws" as set out above shall include the relatives of "spouses" as defined herein. Where an employee does not qualify under the above-noted conditions, the Hospital may nonetheless grant a paid bereavement leave. The Hospital, in its discretion, may extend such leave with or without pay.

Part-time employees will be credited with seniority and service for all such leave.

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

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



#### **16.04 Jury and Witness Duty**

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

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

(Applicable to full-time employees)

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

(Applicable to part-time employees)

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

#### **16.05 Pregnancy and Parental Leave**

##### **(a) Pregnancy Leave**

- (i) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this agreement.
- (ii) Effective on confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan, and retroactive to date of confirmation by the Employment Insurance Commission, and employee who is on pregnancy leave as provided under this agreement and who is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the Employment Insurance Act, 1996, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eighty-four (84%) of her regular weekly earnings and the sum of her weekly Employment Insurance pregnancy benefits during her leave and any other earnings. Such payment shall commence following completion of the two

week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits, for a maximum period of 15 weeks for a pregnancy leave. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

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

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

- (iii) An employee who has completed at least thirteen (13) weeks of employment prior to the expected date of delivery shall be granted seventeen (17) weeks Pregnancy Leave.
- (iv) An employee may begin her pregnancy leave at any time within seventeen (17) weeks before the expected date of delivery.
- (v) The employee must give written notification at least (2) weeks prior to the commencement of the leave, of her request for leave together with her expected date of return. At such time, she shall also furnish the Hospital with her Doctor's certificate as to pregnancy and expected date of delivery.
- (vi) An employee may extend her pregnancy leave with a parental leave for a period of up to thirty-five (35) weeks from the date of commencement of pregnancy leave. Written notice by the employee to extend pregnancy/parental leave will be given at least two (2) weeks prior to the termination of the initially approved leave.  
  
(NOTE: An employee must begin her parental leave immediately after her pregnancy leave ends).
- (vii) Credit for seniority for purposes of salary increment, vacation, sick leave, or any other benefit under any provisions of the collective agreement shall continue to accrue during the entire period of the pregnancy/parental leave.
- (viii) Credit for seniority for purposes of promotion, demotion, transfer or layoff shall continue to accrue during the entire period of the pregnancy/parental leave.
- (ix) An employee who returns to work less than six (6) weeks after termination of pregnancy shall give the Hospital at least two (2) weeks' written notice and medical certificate.

- (x) An employee may change the date of return to an earlier or later date if written notice is given at least four (4) weeks prior to the original date of return.
- (xi) An employee returning to work shall give the Hospital at least four (4) weeks' written notice prior to the expiry date of her pregnancy/parental leave.
- (xii) On returning to work, an employee shall be reinstated to her former position or one of comparable nature at a salary not less than she was receiving at the commencement of the pregnancy/ parental leave. If the employee is precluded from returning to such a position because of a reduction in the work force, she will then be dealt with in accordance with the provisions of Article 12 and 13.
- (xiii) The Hospital will continue to pay its share of the premium of the subsidized employee benefits in which the employee is participating for the duration of the pregnancy/parental leave unless the employee gives the Hospital a written notice that the employee does not intend to pay the employee's contributions.
- (xiv) An employee who is unable to return to work upon the expiration of her leave of absence or who wishes to return to work in a position other than that which she occupied when her leave of absence began may, at the discretion of the Hospital, be granted the first vacancy for which she is qualified, subject to the prior right of any other employee in active employment who has made an application for such vacancy under the provisions of this Agreement.
- (xv) If the employee fails to report for work upon the expiration of her leave unless for substantiated reasons satisfactory to the Hospital, she shall be considered as having left the employ of the Hospital.

The above provision is to be amended to comply with the E.I. Act Regulation 57 (13).

(xvi) **Transfer of Pregnant Employees**

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

**(b) Parental Leave**

- (i) Parental leaves will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this agreement.  
  
(Article 16.05 (b) (ii) is applicable to full-time employees and regular part-time employees only)
- (ii) Effective on confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB)

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

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

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

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

Where an eligible employee has at least 10 months 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 only)

Where an eligible employee has at least 10 months 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 his/her qualifying to adopt, and shall request the leave of absence in writing upon receipt

of confirmation of the pending adoption. Such request for an extension of the parental leave shall not be unreasonably withheld.

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

- (iv) A parental leave of absence of up to eighteen (18) weeks and an adoption leave of absence of twenty-six (26) weeks will be granted to employees who have been employed thirteen (13) weeks from the last date of hire prior to the commencement of the leave.
- (v) An eligible employee may begin parental leave at any time within thirty-five (35) weeks after the date of birth and the leave must be completed within one (1) year and one (1) week of the date of birth. Such leave can only be taken on one occasion, without interruption.
- (vi) The employee shall advise the Hospital as far in advance as possible of having qualified to adopt a child and shall request the leave upon receipt of confirmation of the pending adoption. If both parents are employed at the Hospital, only one parent may elect adoption leave.
- (vii) The employee will be entitled to begin his/her leave at any time upon receipt of confirmation of the pending adoption.
- (viii) An employee adopting a child may be in his/her parental leave at any time within thirty-five (35) weeks after the date the child comes into the custody, care and control of a parent for the first time. Such leave must be completed within one (1) year and one (1) week of the date of adoption. Such leave can only be taken on one occasion without interruption.
- (ix) The employee shall give the Hospital at least two (2) weeks written notice to begin the parental leave.
- (x) An employee returning to work may change the date to return earlier or later, if written notice is sent to the Hospital at least four (4) weeks prior to the original date.
- (xi) The Hospital will continue to pay its share of the premium of the subsidized employee benefits in which the employee is participating for the duration of the parental leave unless the employee gives the Hospital a written notice that the employee does not intend to pay the employee's contribution.
- (xii) On return to work, an employee shall be reinstated to his/her former position or one of comparable nature at a salary not less than he/she was receiving at the commencement of the Parental/Adoption Leave.
- (xiii) Credit for service for purposes of salary increment, vacation, sick leave, or any other benefit under any provisions of the collective agreement shall continue to accrue during the entire period of the Parental/Adoption Leave.

- (xiv) Credit for seniority for purposes of promotion, demotion, transfer or layoff shall continue to accrue during the entire period of the Parental/Adoption Leave.
- (xv) If the employee fails to report for work upon the expiration of her leave, unless for substantiated reasons satisfactory to the Hospital, she shall be considered as having left the employ of the Hospital.

#### **16.06 Education Leave**

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

#### **16.07 Pre-Paid Leave**

(For details on Pre-Paid Leave see Article 28.04)

#### **16.08 Professional College Leave**

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

#### **16.09 Family Leave**

The Hospital agrees to abide by the conditions of the Employment Standards Act as it relates to Family Leave.

#### **16.10 Compassionate Care**

The Hospital agrees to abide by the legislation in effect as of October 26, 2004 as it relates to Compassionate Care. Should there be changes to this legislation, the parties agree that the conditions set out in the present legislation as of October 26, 2004 will be honoured.

Notwithstanding Articles 12.03 (a) and 12.05 (a) (i), seniority will accrue for the time of the leave.

#### **16.11 Organ Donor Leave**

The Hospital agrees to abide by the legislation in the Employment Standards Act as amended from time to time as it relates to Organ Donor Leave.

Notwithstanding Articles 12.03 (a) and 12.05 (a) (i), seniority will accrue for the time of the leave

### **ARTICLE 17– SICK LEAVE AND LONG-TERM DISABILITY**

(NOTE: The provisions of Article 17, Sick Leave and Long-Term Disability, apply to full-time employees only.)

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

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

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

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

**17.04** Effective April 1, 2000, employee with four (4) or more years of service will be paid at the 100% benefit level for all incidences of absence covered by HOODIP.

**17.05** (a) Employees are required to participate in an early intervention program upon the commencement and throughout the duration of a disability leave under the HOODIP or equivalent plan.

(b) At the expiration of short-term benefits, if the employee is denied long-term disability coverage, the employee is required to utilize the insurance carrier's Medical Appeals Process to resolve any disputes before filing a grievance. If, after the Medical Appeals Process has been completed, there is a grievance in relation to entitlement to long-term benefits, the parties agree to utilize an expedited arbitration process.

(c) The time limits set out in Article 10 are waived during the Medical Appeals Process but becomes effective if the employee is denied long-term disability at the conclusion of the Medical Appeals Process.

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

**17.06** An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Workplace Safety Insurance Board (WSIB) for a period longer than one complete pay shift may apply to the Hospital for payment equivalent to the lesser of the benefit the employee would receive from WSIB if the employee's claim were approved or the benefit to which the employee would be entitled under the short term sick portion of the disability income plan (HOODIP or equivalent plan). Payment will be provided only if the employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by the WSIB. If the claim for WSIB is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short-term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

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

**17.08** It is understood and agreed that employees, while receiving benefits under Part II of such program (Long Term Disability), shall not be entitled to accumulate vacation entitlement or Sick Leave Benefits nor be eligible for payment for holidays which occur during such periods.

## **ARTICLE 18 – HOURS OF WORK & OVERTIME**

### **18.01 Work Week and Work Day**

- (a) (Applicable to Full-Time Employees Only)
  - (i) The normal or standard work week shall be an average of thirty-seven and one-half (37 1/2) hours, with a normal or standard work day of seven and one-half (7 1/2) hours.
- (b) (Applicable to Part-Time Employees Only)
  - (i) The normal or standard work day shall be seven and one-half (7 1/2) hours per day and the normal and standard full-time work week shall be an average of thirty-seven and one-half (37 1/2) hours per week.

Part-time employees shall be entitled to overtime pay at the rate of time and one-half (1 1/2) their regular straight-time hourly rate for all hours worked in excess of the normal or standard workday or standard full-time work week.
- (c) Where the Hospital and the Union agree, subject to the approval of the Ministry of Labour, other arrangements regarding hours of work may be entered into between the parties, with respect to tours beyond the normal or standard work day in accordance with the provisions set out in Article 27.01 of the collective agreement.

### **18.02 Rest Periods**

- (a) (Applicable to Full-Time Employees Only)

Employees shall be entitled, subject to the exigencies of patient care, to relief periods during the shift on the basis of fifteen (15) minutes for each half shift.
- (b) (Applicable to Part-Time Employees Only)

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

### **18.03 Overtime Definition**

Overtime shall be defined as being all hours worked in excess of the normal or standard workday, or in excess of the normal or standard work week. The overtime rate shall be one and one-half (1 1/2) times the regular straight time hourly rate of pay.

(NOTE: Article 18.04 is applicable to full-time employees only)

### **18.04 Overtime/Call Back Accumulation**

Where an employee has worked and accumulated approved overtime hours (other than overtime hours related to paid holidays) or has accumulated hours for Call Back up to a maximum of the equivalent of one (1) day's accumulation, then such employee shall have the option of electing



payment at the applicable overtime rate or time off equivalent to the applicable overtime rate (i.e. where applicable rate is one and one-half times, then time off shall be at one and one-half times). Where an employee chooses the latter option, such time off must be taken by March 31<sup>st</sup> of the fiscal year of the occurrence of the overtime. All hours accumulated under this article that in total are in excess of thirty-seven and one-half (37.5) hours shall be paid out as of March 31 of the fiscal year in accordance with the former option. Further, such time off must be taken at a time mutually agreeable to the Hospital and employee.

The maximum for purposes of overtime/call back accumulation and the scheduling of time off shall be determined locally.

#### **18.05 Missed Meal Breaks**

(a) (Applicable to Full-Time Employees Only)

If an employee is authorized to work, during the lunch break, due to the requirements of patient care, he will be paid time and one-half (1 1/2) his regular straight time hourly rate for all time worked in excess of his normal daily hours.

(b) (Applicable to Part-Time Employees Only)

If an employee is authorized to work, during the lunch break, due to the requirements of patient care, he will be paid his regular straight time hourly rate for all hours worked. Notwithstanding this provision, he will be paid time and one-half (1 1/2) his regular straight time hourly rate for all time worked in excess of the normal or standard workday.

#### **18.06 Meal Break**

(Applicable to Full-Time Employees Only)

Where two (2) or more hours of overtime have been worked, which are continuous with the employee having completed a full tour of duty, the employee will receive one-half (1/2) hour meal break, paid at the employee's straight time rate.

**18.07** Normal or standard work day as set out in Article 18.01 are defined and intended only to provide a basis for calculating time worked.

#### **18.08 Rotating Employees – Medical Laboratory Technologists/Technicians**

(a) The Hospital shall continue its framework for training and orientation for employees in the rotation.

(b) The Hospital will provide training or retraining in equipment and technical procedures as required. It is agreed that if individuals have not worked in an area and require further orientation and training, it will be provided.

(c) The Parties agree that it is in their common interest that employees in the rotation shall be regularly scheduled through benches, in order to ensure that skills and familiarity with equipment and work sites will be kept up to date.

(d) An employee shall be provided with appropriate information covering health and safety procedures and other policies and procedures, as part of her orientation.

**18.09 Scheduling – Medical Laboratory Technologist/Technician Bargaining Unit**

The Hospital will endeavour to adhere to the following scheduling guidelines:

- (a) Work schedules for assigned weekly work, weekend work and standby are to be posted four (4) weeks in advance of the effective date of such schedules;
- (b) Scheduling of weekend work requires the full co-operation and participation of all employees consistent with the Hospital’s responsibility to its patients and the need to provide adequate weekend staffing coverage;
- (c) (Applicable to Full-Time Only)

For the purposes of this clause, employees from the Toronto Western Division with a continuous service date prior to October 16, 1986 will be deemed to have been members of the bargaining unit prior to October 16, 1986.

Effective October 16, 1986 all employees who have achieved seniority and are members of the bargaining unit as of this date will be scheduled for weekend work as follows:

LENGTH OF CONTINUOUS SERVICE IN BARGAINING UNIT AS AT THE PRECEDING DECEMBER 31 <sup>ST</sup>	NUMBER OF WEEKENDS OF SCHEDULED WORK (QUOTA)
Less than 18 years	1 weekend in 4, not to exceed 14 weekends annually
Over 18 years	1 weekend in 5, not to exceed 10 weekends annually

The foregoing weekend scheduling provisions do not apply to employees who became members of the bargaining unit after October 16, 1986.

- (d) Where an employee’s annual weekend quota during a contract year is exceeded, such employee will be reimbursed for all hours worked at a premium rate of one and one-half (1 1/2) times the employee’s basic straight time rate of pay;
- (e) Employees will not be scheduled to work weekends either immediately before or immediately after scheduled vacation;
- (f) Notwithstanding Article 18.03, an employee shall select time off in lieu of pay for weekend work at the employee’s straight time rate of pay. Such employees may bank one (1) of the two (2) weekend lieu days, at their current rate, providing such banking does not exceed five (5) accumulated lieu days. Employees with banks exceeding five (5) lieu days must reduce any excess within the succeeding four (4) pay periods of the occurrence of any accumulated excess, such time off to be scheduled by mutual agreement;
- (g) Employees may use up to five (5) banked lieu days on any one occasion provided such time off is taken by mutual agreement and provided it does not interfere with the efficient

operation of the department. An employee requesting to take a banked lieu day(s) must provide at least two (2) weeks' notice;

- (h) Employees who volunteer to be available for weekend work in excess of their quota will not be compensated at the premium rate but will be granted lieu days off at their applicable straight time rate of pay;
- (i) Employees are expected to comply with the posted weekend work schedules, except in cases of illness, bereavement or other absence approved by the Hospital. Employees may mutually agree to exchange or split a weekend shift with another suitable employee provided that no more than one (1) lieu day is banked by the regularly scheduled employee for that weekend and that no additional premium payment is incurred by the Hospital under the quota guidelines. Notwithstanding such exchange, responsibility for weekend shift coverage remains with the originally scheduled employee;
- (j) Notwithstanding part (i), an employee who has exchanged a weekend shift with another employee as in part (i) may, in preference to pay at straight time rates for the day, bank such weekend shift at straight time provided that the employees with whom the shift was exchanged has not chosen to bank a day for that weekend under part (f) above and provided that the total banking of days by the employee banking does not exceed five (5) days in part (f) above;
- (k) The Union recognizes the Hospital's need to maintain adequate weekend staffing to meet the responsibilities to its patients. Therefore, the Union agrees to cooperate fully in the event that it becomes necessary to revise any of the above scheduling provisions;
- (l) A weekend is defined as the time from 0001h Saturday to 2359h Sunday.

#### **18.10 Scheduling – Pharmacy Technician Bargaining Unit**

The Hospital will continue its existing scheduling practices by the following terms:

- (a) Work schedules for assigned weekly work and weekend work are to be posted four (4) weeks in advance of the effective date of such schedules;
- (b) Scheduling of weekend work requires the full co-operation and participation of all employees consistent with the Hospital's responsibility to its patients and the need to provide adequate weekend staffing coverage;
- (c) Employees are expected to comply with the posted weekend work schedules, except in cases of illness, bereavement or other absence approved by the Hospital. Employees may mutually agree to exchange or split a weekend shift with another suitable employee.
- (d) Notwithstanding part (c), an employee who has exchanged a weekend shift with another employee as in part (c) may exchange or split a weekend shift, in preference to pay at straight time rates for the day;

- (e) The Union recognizes the Hospital's need to maintain adequate weekend staffing to meet the responsibilities to its patients. Therefore, the Union agrees to cooperate fully in the event that it becomes necessary to revise any of the above scheduling provisions;
- (f) A weekend is defined as the time from 0001h Saturday to 2359h Sunday.
- (g) The vacation year shall be January 1 to December 31.

## **ARTICLE 19 – PREMIUM PAYMENTS & TRANSPORTATION/MEAL ALLOWANCE**

### **19.01 Standby**

Effective April 1, 2010 **2017** an employee required to standby or remains available for call-back duty on other than regular scheduled hours shall be paid at the rate of ~~three dollars and thirty cents (\$3.30)~~ **three dollars and forty cents (\$3.40)** per hour of standby time. Where such standby falls on any of the designated holidays listed in the collective agreement, the employee shall be paid at the rate of four dollars and ninety cents (\$4.90) per hour of standby time. Hours worked for call-back shall be deducted from hours for which the employee receives standby pay. However, an employee shall be entitled to a minimum of five dollars and forty cents (\$5.40) for each eight-hour period on standby even if called back to work.

### **19.02 Call Back**

NOTE: (Applicable full-time and regular part-time employees only)

An employee who is called to work after leaving the Hospital premises and outside of his regular scheduled hours shall be paid a minimum of no less than four (4) hours' pay at one and one-half (1 1/2) his regular straight time hourly rate for work performed on each call-in. 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 one and one-half (1 1/2) and his regularly hourly rate for the remaining hours of his regular shift. If the work request is fulfilled/performed by phone (not-onsite), the employee shall be paid a minimum of 1 hour at one and one-half (1 1/2) times his regularly hourly rate for each occurrence. The reference to leaving the Hospital premises referred to above will not be applicable where an employee remains in the Hospital on standby arrangement with the Hospital.

NOTE: (Applicable to part-time employees only)

For purposes of clarification, Article 19.02 does not apply to prescheduled hours of work. Article 19.02 does not apply where the employee elects to work additional unscheduled hours made available by the Hospital.

### **19.03 Shift Premium**

Effective April 1, 2010 **2016** an employee shall be paid a shift premium of ~~one dollar and eighty cents (\$1.80)~~ **one dollar and ninety cents (\$1.90)** per hour for each hour worked which falls within the normal hours of the evening shift and effective **April 1, 2018, one dollar and ninety-five cents (\$1.95)**. **Effective April 1, 2016, two dollars and twenty cents (\$2.20) two dollars and thirty cents (\$2.30)** for each hour worked which falls within the normal hours of the night shift provided that such work exceed two (2) hours if worked in conjunction with the day shift. **Effective April 1, 2018, two dollars and thirty-five cents (\$2.35)** for each hour worked which falls within the

normal hours of the night shift provided that such work exceed two (2) hours if worked in conjunction with the day shift. For purposes of this provision, the normal or standard evening and night shift each consist of 7.5 hours. For those Hospitals with lesser required hours as provided from this Article 18.01, the length of the evening and night shift will be adjusted accordingly. Shift premium will not form part of the employee's straight time hourly rate.

#### **19.04 Weekend Premium**

Effective April 1, 2010 ~~2016~~ An employee shall be paid a weekend premium of ~~two dollars and thirty five cents (\$2.35)~~ **two dollars and forty-five cents (\$2.45)** per hour **and effective April 1, 2018, two dollars and fifty cents (\$2.50)** per hour for each hour worked between 2400 hours Friday to 2400 hours Sunday or such other 48 hour period that the Hospital may establish. If an employee is in receipt of premium payment pursuant to a local scheduling regulation with respect to consecutive weekends worked, he will not receive weekend premium under this provision.

#### **19.05 Meal Allowance**

An employee who continues to work more than two (2) hours of overtime immediately following his scheduled hours of work, shall be provided with a meal voucher valued at a maximum of eight dollars (\$8.00) or eight dollars (\$8.00) if the Hospital is unable to provide a meal voucher.

#### **19.06 Transportation Allowance – Medical Laboratory Technologist/Technician Only**

When a Medical Laboratory Technologist/Technician employee is required to travel to the Hospital, or to return to his home, as a result of being called back to work outside of his regular scheduled hours, the Hospital will pay transportation costs either by taxi or by his own vehicle at the rate of \$0.40/km to a maximum of \$40.00 per trip, or such greater amount that the Hospital may in its discretion determine for each trip. The Medical Laboratory Technologist/Technician employee will provide the Hospital satisfactory proof of payment of such taxi fare.

#### **19.07 Responsibility Pay**

**Effective July 11, 2017**, 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 of one dollar and forty cents (\$1.40) per hour for the duration of the assignment.**

#### **19.08.1 Time Off Between Shifts: Labs Only**

(Fulltime Employees)

The following provision shall apply to fulltime employees only, unless otherwise agreed to by the parties:

Failure to provide twenty (20) hours between the commencement of an employee's scheduled shift and the commencement of such employee's next scheduled shift shall result in payment of one and one-half (1 1/2) times the employee's regular straight time hourly rate for only those hours which reduce the twenty (20) hour period.

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

(Part-time Employees)

The provisions of the Employment Standards Act, as amended from time to time, apply to part-time employees.

Failure to provide hours free from work under the Employment Standards Act shall result in payment of one and one-half (1 1/2) times the employee's regular straight time hourly rate for only those hours which reduce the hours free from work period under the Employment Standards Act.

(Fulltime and Part-time Employees)

The following provision shall apply to both full-time and part-time employees only unless otherwise agreed to by the parties:

The Hospital will use its best efforts to ensure that normally scheduled shifts for both fulltime and part-time employees will not encroach on the above time off between shifts.

#### **19.08.2 Time Off Between Shifts: Pharmacy Technicians Only**

(Full-time and Part-time Employees)

The provisions of the Employment Standards Act, as amended from time to time, apply to full-time and part-time employees.

Failure to provide hours free from work under the Employment Standards act shall result in payment of one and one-half (1½) times the employee's regular straight time hourly rate for only those hours which reduce the hours free from work period under the Employment Standards Act.

(Full-time and Part-time Employees)

The following provision shall apply to both full-time and part-time employees only unless otherwise agreed to by the parties:

The Hospital will use its best efforts to ensure that normally scheduled shifts for both full-time and part-time employees will not encroach on the above time off between shifts.

#### **19.09 Change of Schedule**

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

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

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

Where a regular part-time employee's scheduled shift is cancelled by the Hospital with less than eighteen (18) hours' notice, she shall receive time and one-half (1 1/2) of her regular straight time hourly rate for all hours worked on her next shift.

#### **19.10 No Pyramiding**

Premium payment (including both overtime and holiday premium payment) shall be calculated and paid under one provision of this Agreement only, even though hours worked may be

premium payment hours under more than one provision. In such circumstances the highest premium will be applied. The provision of this clause will not negate any entitlement to shift premium, call-back, standby, or weekend premium.

### **19.11 Mutual Shift Exchange**

Requests for mutual shift exchange must be submitted no less than twenty-four (24) hours prior to the scheduled shift in writing on the change of shift form (provided by employer) and co-signed by the employees desiring to exchange shifts to their department supervisor and/or Designate. For a request for a mutual shift exchange where twenty-four (24) hours' notice is not possible, the request will not be unreasonably denied.

It is understood and agreed that any such changes initiated by employees, if approved by the department supervisor and/or Designate, shall not result in any overtime compensation, premium payments or any other claim under terms of this Agreement.

It is further understood and agreed that if the employee's request for exchange of shifts results in a conflict with the provisions of the Collective Agreement and said request is granted, it shall not be considered a violation of the terms of the Collective Agreement.

Mutual shift exchanges will not be approved where departmental operations are adversely affected.

For clarity, Mutual Shift exchange is on an equivalent shift-for-a-shift basis as per the Collective Agreement.

## **ARTICLE 20 - PAID HOLIDAYS**

### **20.01 (a) (Applicable to full-time employees only)**

The collective agreement shall provide twelve (12) paid holidays with appropriate payment to all employees who have completed twenty (20) days worked with the employer, provided that he fulfils the qualifying conditions, if any, set out in the respective collective agreements. It is understood that the list of paid holidays may include a combination of designated and non-designated days such as float days, anniversary days, and birthdays.

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

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

### **(c) (i) Labs Only:**

For the purposes of this Agreement, the following shall be recognized as paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Floating Anniversary Day

Civic Holiday

Float Day

The Floating Holiday is observed by mutual agreement between the Hospital and each employee between January 15 and November 15 inclusive for all employees on staff prior to February 15 of the current calendar year.

The Floating Anniversary Holiday is associated with the employee's anniversary date of employment and scheduled within thirty (30) days therefore. In scheduling any such "anniversary day of employment" holiday, consideration will be given to the wishes of the employee.

- (ii) **Pharmacy Technicians Only:** For the purposes of this Agreement, the following shall be recognized as paid holidays:

New Year's Day  
Good Friday  
Easter Monday  
Victoria Day  
Canada Day  
Civic Holiday

Labour Day  
Thanksgiving Day  
Christmas Day  
Boxing Day  
Family Day  
Float Day

The Floating Holiday is observed by mutual agreement between the Hospital and each employee between January 15 and November 15 inclusive for all employees on staff prior to February 15 of the current calendar year.

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

An employee required to work on any of the designated holidays listed in the collective agreement, shall be paid at the rate of time and one-half (1 1/2) his regular straight time rate of pay for all hours worked on such holiday, subject to Article 20.03. In addition, he will receive a lieu day off with pay in the amount of his regular straight time hourly rate of pay times seven and one-half (7 1/2) hours, except in those hospitals which have standard work day of less than seven and one-half (7 1/2) hours in which case holiday pay will be based on the standard daily hours in that hospital.

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

An employee required to work on any of the designated holidays listed in the collective agreement shall be paid at the rate of time and one-half (1 1/2) his regular straight time rate of pay for all hours worked on such holiday, subject to Article 20.03.

**20.03** Where the employee is required to work on a paid holiday for which he is paid at the rate of time and one-half (1 1/2) his regular straight time hourly rate and is required to work additional hours following the full shift on that day (but not including hours on a subsequent regularly scheduled tour for such employee) he shall receive two (2) times his regular straight time hourly rate for such additional hours worked.

**20.04** (Applicable to full-time employees only)

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



- 20.05** In order for a full-time employee to qualify for holiday pay, an employee must have completed twenty (20) working days of employment and must work his last full scheduled shift immediately preceding and his first full scheduled shift immediately following the holiday, unless excused from doing so by the Hospital or, in cases of absence due to sickness or accident confirmed by a medical certificate, where the employee has worked within fourteen (14) days of the holiday in question.
- 20.06** A full-time employee who is scheduled to work on a paid holiday and who fails to do so shall lose his entitlement to holiday pay unless excused by the Hospital.
- 20.07** If a paid holiday is observed during a full-time employee's vacation period or on his regular day off, he shall be granted a day off in lieu on a date to be selected by agreement between the Hospital and employee and he shall be paid for such lieu day at the prescribed rate.
- 20.08** Holiday pay shall be defined as the equivalent of the number of regular daily scheduled hours at the employee's basic straight time rate of pay, exclusive of shift premium.
- 20.09** Notwithstanding the provisions of Article 20.02, subject to mutual agreement between the employee and her supervisor, the employee may request to be paid two and one-half (2 1/2) times her regular straight time salary for a holiday worked in lieu of a lieu day off.

**ARTICLE 21 – VACATION**

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

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

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

All employees shall receive five (5) weeks of vacation after ~~fourteen (14)~~ **thirteen (13)** years of continuous service **effective July 11, 2017 for Labs only and effective date of award for Pharmacy Technicians only** and six (6) weeks' vacation after twenty (20) years of continuous service.

All Employees shall receive seven (7) weeks of vacation after ~~Twenty-eight (28)~~ **Twenty-seven (27)** years of continuous service **effective July 11, 2017 for Labs only and effective date of award for Pharmacy Technicians only**.

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

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

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

Notwithstanding this provision, the calculation of service for purposes of vacation entitlement will include service accrued during a pregnancy leave or parental leave on the basis of seniority accrual during such leaves in accordance with Article 12.03 (a) (ii) of the agreement.

Vacation pay for part-time and casual employees will be made available on every paycheque.

**Part-time Vacation**

**3 weeks – 6%**  
**4 weeks – 8%**  
**5 weeks – 10%**  
**6 weeks – 12%**  
**7 weeks – 14%**

**21.02** (Article 21.02 is applicable to full-time employees only)

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.

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

**21.04** Vacation entitlement for full-time employees as at December 31st in each year will be computed as at such date on the basis of one-twelfth (1/12) of the employee's applicable vacation scale for each full calendar month of employment during the twelve (12) month period commencing the previous January 1st.

**21.05** The vacation year for scheduling purposes shall be January 1st to December 31st. Where an employee by September 30<sup>th</sup> has not made arrangements with the Manager to schedule her earned vacation entitlement by December 31st, such vacation will be assigned to be taken by December 31st. Subject to the provisions of Article 21.06.

**21.06** Subject to manager approval, an employee may carry over up to five (5) days' vacation to be taken in the next vacation year.

**21.07** The Hospital will endeavour to accommodate the wishes to the full-time employees with respect to the choice of vacation dates, subject to the responsibility of the Hospital to operate the Hospital, in an efficient manner.

**21.08** Subject to mutual agreement between the employee and the manager, an employee may use vacation credit in units of one (1) day, as it accumulates during the vacation year.

## **ARTICLE 22 – HEALTH AND WELFARE BENEFITS**

(NOTE: The provisions of Article 22.01 to 22.03 with respect to Health and Welfare benefits apply to full-time employees only.)

- 22.01.1 Labs Only:** The Hospital agrees to contribute towards the premium coverage of participating eligible employees in the active employ of the Hospital under the insurance plans as set out in Article 22.02 subject to their respective terms and conditions including any enrolment requirements. For newly hired employees, coverage set out in Article 22.02 shall be effective the first billing date in the month following the month in which the employee was first employed subject to any enrolment or other requirements of the Plan. In no instance shall the first billing date for an employee occur later that the first day of the fourth full month following the month in which the newly-hire employee was first employed.
- 22.01.2 Pharmacy Technicians Only:** For employees hired prior to October 1, 2013, the Hospital agrees to contribute towards the premium coverage of participating eligible employees in the active employ of the Hospital under the five insurance plans in effect as of April 17, 2012, subject to their respective terms and conditions including any enrolment requirements. For employees hired on or after October 1, 2013, the Hospital agrees to contribute towards the premium coverage of participating eligible employees in the active employ of the Hospital under the insurance plan as set out in Article 22.02 subject to their respective terms and conditions including any enrolment requirements. For newly hired employees, coverage set out in Article 22.02 shall be effective the first billing date in the month following the month in which the employee was first employed subject to any enrolment or other requirements in the Plan. In no instance shall the first billing date for an employee occur later than the first day of the fourth full month following the month in which the newly-hire employee was first employed.
- 22.02** The employee Benefits, as provided for in (a), (b), (c) and (d) below, shall be effective from April 1, 2005. All other benefits shall be maintained by the Employer for the life of the Collective Agreement. Benefits coverage in accordance with the plan for dependent children shall continue to the age of 21, or effective March 1, 2015, up to age 25 with proof of full-time enrolment in college or university.
- (a) Semi-Private Hospital Insurance**  
The Hospital agrees to pay one hundred percent (100%) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Liberty Health Semi-Private Plan or comparable coverage with another carrier.
- (b) Extended Health Care**  
Effective April 1, 2010 The Hospital shall contribute on behalf of each eligible employee seventy-five percent (75%) of the billed premium under the extended Health Care Plan (Liberty Health plan) including hearing aids with a maximum of \$500.00 per person, every 24 months **and effective July 11, 2017**, vision care with a maximum of ~~\$300.00~~ **\$350.00** every 24 months per person, and the vision care maximum may be applied to laser surgery and the cost of one (1) optometry exam (or its equivalent), every (24) twenty-four month for every person capped at \$100.00, provided the balance of the monthly premium is paid by employees through payroll deduction. Any Hospital currently paying more than 75% of the premium shall continue to do so. The drug formulary shall be as defined by Liberty Health Formulary Three.

The Hospital shall provide the following paramedical services to a maximum of \$300 per service per insured person: massage therapy, chiropractic, and physiotherapy.

Generic drug substitution:

Reimbursement for prescribed drugs covered by the plan will be based on the cost of the lowest prices therapeutically equivalent of the generic version of the drug, unless there is a documented adverse reaction to the generic drug or unless the beneficiary's doctor stipulates that the generic drug is not an alternative, in which case the reimbursement will be for the prescribed drug the prescribed drug may be issued but reimbursement will be up to the cost of the lowest priced therapeutically equivalent generic version of the drug only.

Effective April 1, 2008 Dispensing Fee if prescription filled in UHN pharmacy no charge, elsewhere, Dispensing Fee capped at 12.50.

Effective April 1, 2008 Deductible to be increased to \$22.50 for single and \$35 for Family.

\*All other paramedical benefits remain unchanged.

**(c) Dental**

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

Complete and partial dentures at 50/50 co-insurance to \$1,500.00 maximum per person annually; and Blue Cross Rider #4 (Crowns and Bridgework) at 50/50 co-insurance to \$1,500.00 maximum per person annually.

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

**(d) Group Life Insurance**

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

**(e) Same Sex Partner Coverage**

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

**22.03 Change of Carrier**

It is understood that the Employer may at any time substitute another carrier for any Plan (other than OHIP) provided the benefits are equivalent and are neither reduced or increased. The Employer shall provide to the Union full specifications of the benefit programs contracted for before implementation of any change.

#### **22.04 Pension**

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

#### **22.05 Divisible Surplus**

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

#### **22.06 Part-Time Benefits**

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

#### **22.07 Voluntary Part-time Benefits – Process for Payment**

The Hospital agrees to provide part-time employees with the option of voluntary participation in dental, semi-private and extended health benefit programs. It is understood and agreed that the part-time employees who participate in this program will assume the total monthly premiums.

Any part-time employee who wishes to participate will provide the Hospital with post-dated cheques to cover the cost of the benefits. Should the employee fail to provide these cheques to the Hospital, the employee would be withdrawn from the benefit program.

#### **22.08 Benefits on Layoff**

Effective for employees whose actual layoff date is April 1, 2000 or after, such employees are entitled to the Extended Health and Dental benefits. Employees will be able to buy those benefits at 100% employee cost. The employee will be responsible for making appropriate arrangements with the Hospital for payment of both the employer and employee portions of the premium costs. The employee will be able to access these benefits for a maximum of 12 months from the date of their actual layoff.

#### **22.09 Benefits on Sick Leave**

Effective for absences beginning on or after April 1, 2000, the Hospital will pay the employer portion of the benefit premiums while an employee is on sick leave, including the EI period prior to the commencement of long term disability and LTD, to a maximum of 30 months from the date the absence began.

#### **22.10 Benefits for Early Retirees**

Effective April 1, 2005, the Hospital will provide equivalent coverage to all employees who retire early and who have not yet reached age 65 and who are in receipt of the Hospital's pension plan benefits on the same basis as is provided to active employees for semi-private, extended health care and dental benefits. The Hospital will contribute 50% of the billed premium of these benefits

plans and the retiree is responsible for her/his 50% share of the premiums. The retiree agrees to provide the Hospital with post-dated cheques to cover her/his portion of the premiums.

#### **22.11 Benefits Age 65 and Older**

Semi-Private hospital insurance, extended healthcare and Dental benefits will be extended to active fulltime employees from the age of sixty-five (65), and up to the employee's seventieth (70th) birthday, on the same cost share basis as applies to those employees' under the age of sixty-five (65)

### **ARTICLE 23 – MODIFIED WORK**

**23.01** In order to facilitate a safe return to work, in compliance with the Workplace Safety and Insurance Act, the Ontario Human Rights Code, the collective agreement and other applicable legislation, the parties will endeavour to provide fair and consistent practices to accommodate employees who are ill, injured or permanently disabled. The goal is, where possible, to return the employee to full, active duty in the workplace through a safe and expedient process.

**23.02** Where the Hospital and the Union agree, the Hospital may implement modified/rehabilitative work programs in order to assist employees returning to work following illness or injury. To facilitate these programs, it is understood and agreed that provisions of the collective agreement may, where agreed, be varied. The specific terms of the program will be signed by the Hospital and the Union.

### **ARTICLE 24 – CONTRACTING OUT**

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

### **ARTICLE 25 – WORK OF THE BARGAINING UNIT**

**25.01** Employees not covered by the terms of this agreement shall not perform duties normally performed by members in the bargaining unit, which shall directly cause or result in the layoff, loss of seniority or service or reduction in benefits to members in the bargaining unit.

### **ARTICLE 26 - CONTINUING EDUCATION**

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

- (i) The Local Parties will endeavour to maximize internal opportunities for training and development which may include but are not limited to: lunch hour programs, guest lecturers, trained employees training other employees, teleconferences, and access to in-house programs/seminars.

- (ii) Continuing education opportunities will be communicated within the department(s). Where access to an opportunity is limited, the Hospital will identify pertinent selection criteria, terms of payment, etc. Decisions about continuing education opportunities will be made at the departmental level within the context of employee, Hospital, and department/program needs. Where the employee requests it, the Hospital and the employee will jointly create an Annual Development Plan outlining continuing education goals and objectives.
- (iii) In the event of dissatisfaction with the way in which continuing education decisions are made at the departmental level, the issue will be considered by a continuing education sub-committee of the Labour Management Committee. This sub-committee will consider opportunities, employee needs, Hospital needs and departmental/program requirements. The sub-committee may make recommendation(s) to the Hospital.

## **ARTICLE 27 – COMPENSATION**

**27.01** 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 (which are covered by the O’Shea award) 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 the job classification 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.

**27.02** Claim for recent experience, if any, shall be made in writing by the employee at the time of hiring on the application for employment form or otherwise. The employee shall cooperate with the Hospital by providing verification of previous experience. The Hospital will credit the employee with one increment on the salary scale for every one year of recent, related, full-time experience, as determined by the Hospital.

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

**27.03** (Article 27.03 is applicable to part-time employees only)

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

Notwithstanding this provision, the calculation of service for purposes of progression on the salary grid will include service accrued during a pregnancy leave or parental leave on the basis of seniority accrual during such leaves in accordance with Article 12.03 (a) (ii) of the agreement.

## **ARTICLE 28 – MODEL SCHEDULING AGREEMENTS and PRE-PAID LEAVE**

### **28.01 Extended Tours**

Where the Hospital and the Union agree, subject to the approval of the Ministry of Labour, other arrangements regarding hours work may be entered into between the parties on a local level with respect to tours beyond the normal or standard work day. The model agreement with respect to extended tour arrangements is set out in Appendix #1 of this agreement.

### **28.02 Re: Innovative/Flexible 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 in Appendix #2 of this agreement.

### **28.03 Re: Job Sharing Arrangements**

Where the Hospital and the Union agree, job-sharing arrangements may be entered into between the parties on a local level. Job sharing is defined as an arrangement whereby two employees share the hours of work of one full-time position on a 50/50 basis. Subject to the provisions of Article 13, the position involved in the job sharing arrangement will be maintained as a full-time position in the Hospital's staffing complement. The model agreement with respect to job sharing is set out in Appendix #3 of this agreement.

### **28.04 Re: Pre-Paid leave (Effective Date: April 1, 1989)**

#### **(a) Purpose**

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

#### **(b) Application**

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

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

#### **(c) The total number of employees that may be accepted into the Pre-Paid Leave Plan in any one plan year as defined in Article 28.04(l) and from any one department shall be as follows:**



Three (3) regular part-time employees may be accepted into the plan with not more than one (1) employee from a department to be on leave at any one time. Where there are more applications than spaces allotted, seniority shall govern subject to 28.04 (b) above.

The total number of employees from both Divisions that may be accepted into the Pre-Paid Leave Plan in any one plan year as defined in Article 28.04 shall be 16. The parties agree that the following will be the allocation of employees granted this leave by department – Pathology (4), Microbiology (2), Haematology (1), Blood Transfusion (1), Biochemistry (3), Diagnostic Testing (2), Immunology (1), Histocompatibility (1) and Central Lab (1), to a maximum of sixteen (16) employees. Furthermore, the parties agree to discuss through the LMC process the possibility of transferring the surplus allocated spaces, if any exist, from the department they were allocated to another department where not all of the employees who applied were granted the leave, because the departmental quota has been met.

It is understood that the surplus allocation will be distributed on a seniority basis with a maximum increase of one (1) per department. Where there are more applications than spaces allotted, seniority shall govern subject to 28.04 above.

**(d) Nature of Final Agreement**

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

- (a) A statement that the employee is entering the plan in accordance with Article 28.04 of the Collective Agreement.
- (b) The period of salary deferral and the period for which the leave is requested.
- (c) The manner in which the deferred salary is to be held.
- (d) The letter of application to enter the plan will be appended to, and for part of, the written agreement.

**(e) Deferral Plan**

The deferral portion of the plan shall involve an employee spreading four (4) years' salary over a five (5) year period, or three (3) years' salary over a four (4) year period. In the case of the four (4) years' salary over a five (5) year schedule during the four (4) years of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee, or during the three (3) years of salary deferral, 25% of the employee's gross annual earnings will be deducted and held for the employee. Such deferral salary will not be accessible to the employee until the year of the leave or upon the collapse of the plan. In the case of another mutually agreed upon deferral schedule, the percentage of salary deferred shall be adjusted appropriately.

**(f) Deferred Earnings**

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

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

**(g) Health and Welfare Benefits**

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

**Full-Time Employees Only**

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

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

**(h) Seniority and Service**

**Full-Time Only**

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

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

**(i) Assignment on Return**

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

**(j) Withdrawal Rights**

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

(ii) On Leaving Employment

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

**(k) Replacement Employees**

The Hospital will endeavour to find a temporary replacement for the employee, as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. If, after a period of postponement, a suitable temporary replacement cannot be found, the Hospital will have the option of considering a further postponement or of collapsing the plan. The employee, subject to such postponement, will have the option of remaining in the plan and rearranging the leave at a mutually agreeable time, or of withdrawing from the plan as outlined in Article 28.04 (j).

**(l) Plan Year**

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

**(m) Status of Replacement Employee**

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

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

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

**ARTICLE 29 – MISCELLANEOUS**

**29.01 Change of Address**

It shall be the duty of the employees to notify the Hospital within three (3) working days of any change of address and telephone number. If an employee fails to do this, the Hospital will not be responsible for failure of a notice sent by registered mail to reach such employee.

**29.02.1 Bulletin Boards –Labs**

The Hospital will provide bulletin boards at the following locations:

**General Division**

- (a) 1 board 11th floor NU Pathology Department
- (b) 1 board in hallway outside the Diagnostic Test Centre
- (c) 1 board in EC 3rd Floor near the Eaton elevators
- (d) 1 board 2nd floor Eaton Wing, BTL

**Western Division**

- (a) 1 board Main Pavilion ground floor

- (b) 1 board 5th floor near Core Lab.
- (c) 1 board 2nd floor East Wing

### **67 College**

- (a) Blood Services Building - 1 board in HLA Lab (note - this is an open board shared with Management)

### **Princess Margaret**

- (i) 4th Floor Lab area

It is agreed that no notice will be posted on the bulletin boards without prior approval of the Director, Labour Relations or his/her designate(s).

### **29.02.2 Bulletin Boards – Pharmacy Technicians**

The Hospital will provide bulletin boards at the following locations:

#### **General Division**

- (a) 1 board Basement, Clinical Trials
- (b) 1 board Basement, In Patient Pharmacy
- (c) 1 board 1<sup>st</sup> floor, Drug Store
- (d) **1 board – Transplant Outpatient Pharmacy, 12<sup>th</sup> floor**

#### **Western Division**

- (a) 1 board ground floor, Shoppers Drug Mart
- (b) 1 board 4<sup>th</sup> floor, In Patient Pharmacy

#### **Princess Margaret**

- (a) 4<sup>th</sup> floor, Day Care Pharmacy
- (b) 1 board 3<sup>rd</sup> floor, In Patient Pharmacy
- (c) 1 board Main Floor, Out Patient Pharmacy

It is agreed that no notice will be posted on the bulletin boards without prior approval of the Director, Labour Relations or his/her designate(s).

### **29.03 Laboratory Coats**

The Hospital agrees to continue the present practice with respect to the supply and laundering of laboratory coats. For clarity, cuffed coats with snaps are to be supplied to employees in the **Labs.**

### **29.04 Printing of Agreement**

The Hospital will undertake a 50/50 – sharing with the Union of all costs associated with the printing and distribution of the Collective Agreement.

**29.05.1 Pandemic Planning – Medical Laboratory Technologist/Technician Bargaining Unit Only**

The parties agree that in the event, the Medical Officer of Health, working in compliance with applicable provincial legislation, declares an emergence of a pandemic, any Medical Laboratory Technologist/Lab Assistant working at more than one Health Facility will, upon the request of the Occupational Health department, provide information of such employment to the hospital. Such information will be kept confidential and used solely for the prevention of the spread of such infectious event.

**29.05.2 Pandemic Planning – Pharmacy Technician Bargaining Unit Only**

The parties agree that in the event, the Hospital's Infection Control Officer, working in compliance with applicable provincial legislation, declares an emergence of a pandemic, any Pharmacy Technician and Pharmacy Technician Candidate working at more than one Health Facility will, upon request of the Occupational Health department, provide information of such employment to the hospital. Such information will be kept confidential and used solely for the prevention of the spread of such infectious event.

**ARTICLE 30 - DURATION AND RENEWAL**

**30.01** This Agreement shall continue in effect until the 31st day of March, 2019 and shall continue automatically thereafter for annual periods of one year each unless either party notifies the other in writing that it intends to amend or terminate this Agreement in accordance with the following:

**30.02 (a)** In the event the parties of this Agreement agree to negotiate for its renewal through the process of central bargaining, either party may give notice to the other of its desire to bargain for the renewal of this Agreement within 120 days prior to the termination date of this Agreement. Negotiations on local matters shall take place during the period from 120 to 60 days prior to the termination date of this Agreement. It is understood and agreed that "local matters" means those matters which have been determined by mutual agreement between the central negotiating committees representing each of the parties of this Agreement as being subjects for local bargaining directly between the parties to this Agreement. It is also agreed that local bargaining shall be subject to such procedures as may be determined by mutual agreement between the central negotiating committees referred to above.

**(b)** In the event the parties to this Agreement do not agree to negotiate for its renewal through the process of central bargaining, either party may notify the other within the period from ninety (90) days to sixty (60) days preceding the expiry date of this Agreement that it desires to amend or terminate this Agreement. If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiations within thirty (30) days after the giving of notice, if so requested.

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

Proposals on central issues shall be exchanged by the central negotiating committees on a date set out in the Memorandum of Conditions for Joint Bargaining. Negotiations on central

matters shall take place during the period commencing 90 days prior to the termination of this Agreement.

Signed at Toronto, Ontario the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**FOR THE HOSPITAL**

**FOR THE UNION**

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**APPENDIX #1: MODEL AGREEMENT WITH RESPECT TO EXTENDED TOUR ARRANGEMENTS**

**MEMORANDUM OF AGREEMENT**

**Between:**

**The Hospital**

**And:**

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

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

**Article 1 – Work Unit and Employees Covered**

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

**Article 2 – Hours of Work**

2.1 The normal or standard extended work day shall be \_\_\_\_\_ hours per day.

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

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

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

**Article 3 – Overtime**

3.01 Overtime shall be defined as being all hours worked in excess of the normal or standard extended work day, as set out in Article 2.1 of the Model Agreement or in excess of the normal or standard work week as set out in Article 18.01 of the collective agreement.

3.02 For purposes of overtime the hours of work per week shall be averaged over \_\_\_ weeks.

**Article 4 – Rest Periods**

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

**Article 5 – Meal Periods**

5.01 (In accordance with Article 18.06 of the Collective Agreement.)

**Article 6 – Sick leave and Long-Term Disability**

(Applicable to Full-Time Employees Only)

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

**Article 7 – Paid Holidays**

(Applicable to Full-Time Employees Only)

7.01 Holiday pay will be computed on the basis of the employee’s regular straight time hourly rate of pay times the number of hours for a normal or standard work day as set out in Article 18.01 (a).

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

**Article 8 – Vacation**

8.01 (Applicable to full-time only)

Vacation entitlement as set out in Article 21.01 (a) will be converted to hours on the basis of the employee’s normal workweek.

8.02 (Applicable to part-time only)

As set out in Article 21.01 (b) of the collective agreement.

**Term**

This Agreement shall be (Specify Term).

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**FOR THE HOSPITAL**

**FOR THE UNION**

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**APPENDIX #2: MODEL AGREEMENT WITH RESPECT TO INNOVATIVE/  
FLEXIBLE SCHEDULING**

**MEMORANDUM OF AGREEMENT**

**Between:**

**The Hospital**

**And:**

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

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

**Article 1 – Work Unit and Employees Covered**

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

**Article 2 – Hours of Work**

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

**Article 3 – Agreed Variation From the Collective Agreement** (Collective Agreement provisions to be varied.)

**Article 4 – Rest Periods**

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

**Article 5 – Meal Periods**

5.01 (In accordance with Article 18.06 of the Collective Agreement.)

**Term**

This Agreement shall be (Specify Term).

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**FOR THE HOSPITAL**

**FOR THE UNION**

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**APPENDIX #3: MODEL AGREEMENT WITH RESPECT TO JOB SHARING**

**MEMORANDUM OF AGREEMENT**

**Between:**

**The Hospital**

**And:**

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

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

**Article 1 – Work Unit and Employees Covered**

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

**Article 2 – Hours of Work**

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

**Article 3 – Status of Employees**

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

**Article 4 – Introduction**

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

**Article 5 – Discontinuance**

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**FOR THE HOSPITAL**

**FOR THE UNION**

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**APPENDIX "A": WORKLOAD ALERT NOTIFICATION**



**Appendix "A": Workload Alert Notification**

**In accordance with Article 8.07 of the collective agreement**

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

**Section 1: General Information**

Name of Employee(s)	_____	_____	_____
Reporting:	_____	Steward:	_____
Employer/site:	_____	Unit/Area/Program:	_____
Date of Occurrence:	_____	Time:	_____
Name of Supervisor:	_____	Date/Time Submitted:	_____

**Section 2: Details of Occurrence**

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**Section 3: Contributing Factors**

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, his/her steward and further copies forwarded to the Department Manager, and Human Resources.**

**APPENDIX "B"**

~~VACATION HOURS FOR PART-TIME EMPLOYEES — MEDICAL LABORATORY  
TECHNICIANS/TECHNOLOGISTS and PHARMACY TECHNICIANS — ALL CLASSIFICATIONS~~

<del>0</del>	<del>to</del>	<del>4949</del>	<del>6%</del>
<del>4950</del>	<del>to</del>	<del>23099</del>	<del>8%</del>
<del>23100</del>	<del>to</del>	<del>37949</del>	<del>10%</del>
<del>37950</del>	<del>to</del>	<del>46199</del>	<del>12%</del>
<del>46200</del>	<del>to</del>	<del>Hours or more</del>	<del>14%</del>

**Memorandum of Understanding**

**The Hospital agrees to abide by the Central Pharmacy Technician Reclassification decision. If there are any wage changes, the changes will be effective and payable on April 1, 2018.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**FOR THE HOSPITAL**

**FOR THE UNION**

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**LETTER OF INTENT #1**

**RE: PAY EQUITY**

Recognizing that the Hospital and the Union have developed a pay equity plan for the Medical Laboratory Technologist/Technician bargaining unit, the parties confirm the inter-relationship of the negotiated wage rates with such plan as follows:

- (i) a pay equity adjustment will not result in the maximum rate for a classification exceeding the rate of that classification’s comparator;
- (ii) a negotiated increase in pay may result in the maximum rate for a classification exceeding the rate of that classification’s comparator.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**FOR THE HOSPITAL**

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**FOR THE UNION**

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**LETTER OF INTENT #2**

**RE: ATTENDANCE ENHANCEMENT PROGRAM**

The parties agree that the enhancement of attendance is an important objective and are committed to that objective.

The parties also agree that an attendance Enhancement Program will be established between OPSEU Local 571 and the University Health Network. This program shall complement the current Attendance Management Program that is in place Corporate wide. In order to facilitate this program a Committee comprised of 3 management and a total of 3 union representatives combined from the Medical Laboratory Technologist and Technician bargaining unit and the Pharmacy Technician bargaining unit will be formed within 30 days of ratification of this collective agreement. The purpose of this Committee will be to develop and recommend initiatives no later than December 31, 2015 for the enhancement of attendance in the workplace.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**FOR THE HOSPITAL**

**FOR THE UNION**

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**LETTER OF UNDERSTANDING #1**

**RE: EDUCATION LEAVE**

The Hospital will accept employee requests for education leave under the Hospital's Leave of Absence Policy (20-001). The employee must enrol full-time in a job-related education program approved by the Hospital. Such leave will not be unreasonably denied.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**FOR THE HOSPITAL**

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**FOR THE UNION**

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## **LETTER OF UNDERSTANDING #2**

### **RE: TRANSPLANTS – Medical Laboratory Technologist/Technician Bargaining Unit Only**

It is agreed that for the Medical Laboratory Technologist/Technician Bargaining Unit only, the Callback and Scheduling provisions in the Collective Agreement are supplemented by this Memorandum of Understanding. Either party may request a meeting to modify its terms and/or cancel this agreement with thirty (30) days' notice to the other party.

An employee who is called in to work and

- (a) works a minimum of four hours, and
- (b) works to 3:30 a.m. or beyond, and
- (c) is scheduled for the next day shift,

will be permitted leave with pay for that next day shift.

An employee who is called in to work after completing a regularly scheduled day shift and

- (a) works a minimum of four hours, and
- (b) completes his/her duties before 3:30 a.m. and
- (c) Is scheduled for the next day shift,

will be permitted leave with pay for that part of his/her next day shift to allow a minimum of twelve hours between the end of the overtime assignment and the commencement of works on the regularly scheduled day shift.

An employee who is called in to work and

- (a) works a minimum of four hours, and
- (b) completes his/her duties before 3:30 a.m. and
- (c) is scheduled for the next day shift

shall be permitted leave with pay for that part of his/her next day shift to allow a minimum of nine (9) hours between the end of the overtime assignment and the commencement of work on the regularly scheduled day shift.

Should the employee not wish to work any remaining hours in the shift referred to in Articles 18.03 or 18.04, the employee shall be granted time off without pay, or she may choose to use lieu time for those remaining hours.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**FOR THE HOSPITAL**

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**FOR THE UNION**

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**LETTER OF UNDERSTANDING #3**

**RE: LAY-OFF AND RECALL**

The parties agree that should there be a restructuring of the Labs involving another Hospital or Hospitals that the conditions set out in the Metro Framework Agreement shall apply.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**FOR THE HOSPITAL**

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**FOR THE UNION**

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**LETTER OF UNDERSTANDING #4**

**RE: TEMPORARY EMPLOYEES**

1. Whenever a temporary vacancy that is not required to be posted is created in the full-time unit (i.e. to replace an employee who will be on an approved leave of absence (including vacation) due to WSIB, disability, sick leave, long-term disability, or to perform specific tasks not expected to exceed twelve (12) months preference shall be given to members of the part-time bargaining unit (who have expressed an interest, in writing and who have the skills, ability, and qualifications to perform the job) over temporary employees. These employees will remain in the part-time bargaining unit while on the temporary assignment and retain all the rights under the part-time collective agreement.
2. The Hospital will endeavour to share the hours (created by the temporary vacancy) on an equal basis wherever possible subject to operational requirements.
3. The Hospital will provide the union every three (3) months the following information with regard to temporary employees:
  - a. Name and status of employee;
  - b. Date assignment began;
  - c. Classification and department;
  - d. Estimated duration of assignment if known;
  - e. Where applicable, name of employee being replaced; and
  - f. Where a specific task, the nature of the assignment.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**FOR THE HOSPITAL**

**FOR THE UNION**

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**LETTER OF UNDERSTANDING #5**

**RE: INTEGRATION FOR THE DELIVERY OF HEALTH SERVICES**

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

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

In the event of a rationalization of any part of the services of the Hospital with those of another hospital or hospitals, the Hospital and the Union agree to be guided by the following principles:

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



employees are eligible. This list will be updated to reflect any changes due to employees leaving or entering the unit;

- (f) if a rationalization is anticipated to result in a loss of employment for employees at another hospital by reason of the establishment of a new unit or department or the enlargement or extension of services at the Hospital:
  - i) in the period before a rationalization takes place, where a permanent vacancy occurs and has not been filled after Article 13.01 has been complied with, the vacancy shall be filled by the senior qualified employee of the other hospital who wishes to make an early transfer. An employee taking such a position shall be treated as a transferring employee and not as a new hire;
  - ii) when the rationalization takes place, and when employees formerly employed by the other hospital or hospitals involved are transferred to the Hospital, such employees shall maintain their seniority dates and shall be placed on seniority lists at the Hospital accordingly. Thereafter they shall exercise seniority rights in accordance with this agreement. Following implementation of the rationalization, no employee who has been transferred to the Hospital shall suffer a reduction in wages. If the wage grid in effect at the Hospital does not correspond to the grid in effect at the hospital at which such employees were formerly employed, employees whose wages were not identical to a wage step on the Hospital's grid shall be moved to the next higher step. Where the transferring employee's salary exceeds the range maximum, the employee's salary will be red circled;
  - iii) employees who have been transferred to the Hospital shall be subject to the benefit plans of the Hospital in the manner provided under the collective agreement. The retention, modification or abandonment of pre-existing grandfathered benefits and the provisions of sick leave plans, to which employees who have been transferred to the Hospital were formerly subject, shall be negotiated between the Union and the Hospital. Employees who have been transferred to the Hospital shall retain their former level of vacation entitlement or shall be entitled to the level provided by this agreement, whichever is the greater;
  - iv) hours of work shall be those of the Hospital;
  - v) an employee who has been transferred to the Hospital and who has not completed her 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.
- (j) It is agreed that in the event of a rationalization due to LHINs, Article 13 of the Collective agreement shall apply.
- (k) In the event that any future agreement(s) between OPSEU and the OHA regarding LHINs that results in superior entitlements due to a rationalization, such superior entitlements shall apply.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**FOR THE HOSPITAL**

**FOR THE UNION**

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**LETTER OF UNDERSTANDING #6**

**RE: JURY DUTY PART-TIME EMPLOYEES**

If a part-time employee is required for jury duty or required to attend as a witness in a court proceeding in which the Crown is a party or is required to attend a Corners' inquest in connection with a case concerning the Hospital, the part-time employee shall receive compensation the same as that of a fulltime employee, pro-rated, based on the average of the part-time employees previous three (3) months' work.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**FOR THE HOSPITAL**

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**FOR THE UNION**

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**LETTER OF UNDERSTANDING #7**

**RE: WHISTLE BLOWING PROTECTION**

Provided an employee has followed reasonable polices or procedures issued by the Hospital concerned to protect the Hospital's entitlement to investigate and address any allegations of wrongdoing, employees will not be subject to discipline or reprisal for the reasonable exercise of their professional obligations.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**FOR THE HOSPITAL**

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**FOR THE UNION**

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## WAGES

Technician 1			
	01-Apr-16	01-Apr-17	01-Apr-18
<b>Start</b>	\$21.29	\$21.59	\$21.89
<b>1</b>	\$22.08	\$22.39	\$22.70
<b>2</b>	\$22.89	\$23.21	\$23.53
<b>3</b>	\$23.69	\$24.02	\$24.36
<b>4</b>	\$24.50	\$24.84	\$25.19

Technician 3: Senior			
	01-Apr-16	01-Apr-17	01-Apr-18
<b>Start</b>	\$26.56	\$26.93	\$27.31
<b>1</b>	\$27.56	\$27.95	\$28.34
<b>2</b>	\$28.58	\$28.98	\$29.39
<b>3</b>	\$29.60	\$30.01	\$30.43
<b>4</b>	\$30.60	\$31.03	\$31.46

Technician 2			
	01-Apr-16	01-Apr-17	01-Apr-18
<b>Start</b>	\$23.62	\$23.95	\$24.29
<b>1</b>	\$24.50	\$24.84	\$25.19
<b>2</b>	\$25.39	\$25.75	\$26.11
<b>3</b>	\$26.28	\$26.65	\$27.02
<b>4</b>	\$27.18	\$27.56	\$27.95

Registered Technician, Technologist – Lab: Clinical			
	01-Apr-16	01-Apr-17	01-Apr-18
<b>Start</b>	\$30.45	\$30.88	\$31.31
<b>1</b>	\$31.63	\$32.07	\$32.52
<b>2</b>	\$32.96	\$33.42	\$33.89
<b>3</b>	\$34.27	\$34.75	\$35.24
<b>4</b>	\$35.57	\$36.07	\$36.57
<b>5</b>	\$36.90	\$37.42	\$37.94
<b>6</b>	\$38.21	\$38.74	\$39.28
<b>7</b>	\$39.51	\$40.06	\$40.62
<b>8</b>	\$40.84	\$41.41	\$41.99

Technician 3			
	01-Apr-16	01-Apr-17	01-Apr-18
<b>Start</b>	\$25.21	\$25.56	\$25.92
<b>1</b>	\$26.19	\$26.56	\$26.93
<b>2</b>	\$27.13	\$27.51	\$27.90
<b>3</b>	\$28.10	\$28.49	\$28.89
<b>4</b>	\$29.07	\$29.48	\$29.89

Senior Technologist			
	01-Apr-16	01-Apr-17	01-Apr-18
<b>Start</b>	\$34.93	\$35.42	\$35.92
<b>1</b>	\$36.31	\$36.82	\$37.34
<b>2</b>	\$37.73	\$38.26	\$38.80
<b>3</b>	\$39.08	\$39.63	\$40.18
<b>4</b>	\$40.50	\$41.07	\$41.64
<b>5</b>	\$41.86	\$42.45	\$43.04
<b>6</b>	\$43.29	\$43.90	\$44.51

Technician 4			
	01-Apr-16	01-Apr-17	01-Apr-18
<b>Start</b>	\$28.06	\$28.45	\$28.85
<b>1</b>	\$29.12	\$29.53	\$29.94
<b>2</b>	\$30.17	\$30.59	\$31.02
<b>3</b>	\$31.27	\$31.71	\$32.15
<b>4</b>	\$32.31	\$32.76	\$33.22

Charge Technologist			
	01-Apr-16	01-Apr-17	01-Apr-18
<b>Start</b>	\$36.92	\$37.44	\$37.96
<b>1</b>	\$38.39	\$38.93	\$39.48
<b>2</b>	\$39.85	\$40.41	\$40.98
<b>3</b>	\$41.30	\$41.88	\$42.47
<b>4</b>	\$42.80	\$43.40	\$44.01
<b>5</b>	\$44.24	\$44.86	\$45.49

Technician 5			
	01-Apr-16	01-Apr-17	01-Apr-18
<b>Start</b>	\$29.70	\$30.12	\$30.54
<b>1</b>	\$30.84	\$31.27	\$31.71
<b>2</b>	\$31.97	\$32.42	\$32.87
<b>3</b>	\$33.09	\$33.55	\$34.02

4	\$34.21	\$34.69	\$35.18
<b>Senior Technologist: ART</b>			
	<b>01-Apr-16</b>	<b>01-Apr-17</b>	<b>01-Apr-18</b>
<b>Start</b>	\$35.30	\$35.79	\$36.29
<b>1</b>	\$36.72	\$37.23	\$37.75
<b>2</b>	\$38.12	\$38.65	\$39.19
<b>3</b>	\$39.49	\$40.04	\$40.60
<b>4</b>	\$40.88	\$41.45	\$42.03
<b>5</b>	\$42.26	\$42.85	\$43.45
<b>6</b>	\$43.66	\$44.27	\$44.89

\$47.03	\$45.74	\$46.38	\$47.03
<b>Charge Technologist: ART</b>			
	<b>01-Apr-16</b>	<b>01-Apr-17</b>	<b>01-Apr-18</b>
<b>Start</b>	\$37.27	\$37.79	\$38.32
<b>1</b>	\$38.77	\$39.31	\$39.86
<b>2</b>	\$40.25	\$40.81	\$41.38
<b>3</b>	\$41.70	\$42.28	\$42.87
<b>4</b>	\$43.22	\$43.83	\$44.44
<b>5</b>	\$44.66	\$45.29	\$45.92
<b>6</b>	\$46.12	\$46.77	\$47.42

**Wages are with full retroactivity for all current applicable former members.**

**Pharmacy Technician Bargaining Unit:**

**For Pharmacy Technicians and Pharmacy Technician Candidates**

**In accordance with the Central Collective Agreement between Participating Hospitals and OPSEU on April 1, 2016 employees will receive a general wage increase of 1.4% and then 50% catch-up towards Central rates. On April 1, 2017 employees will move onto the 2017 wage grid. On April 1, 2018 the general wage increases and adjustments in detail:**

Pharm Tech	2015 Current	1.4% 2016	50% towards Central April 2016	% increase	2017 Central rates	1.4% 2018 Central Rates
<b>Start</b>	\$24.19	\$24.53	\$24.87	2.81%	\$25.56	\$25.92
<b>1</b>	\$25.14	\$25.49	\$25.84	2.79%	\$26.56	\$26.93
<b>2</b>	\$26.04	\$26.40	\$26.77	2.79%	\$27.51	\$27.90
<b>3</b>	\$26.97	\$27.35	\$27.72	2.79%	\$28.49	\$28.89
<b>4</b>	\$27.90	\$28.29	\$28.68	2.78%	\$29.47	\$29.88
<b>5</b>	\$28.18	\$28.57	\$28.82	2.26%		