

Collective Agreement

between

**Ontario Public Service Employees Union
on behalf of its Local 491**

and

Almonte General Hospital

DURATION: April 1, 2021 – March 31, 2023



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COMBINED COLLECTIVE AGREEMENT

between

ONTARIO PUBLIC SERVICE EMPLOYEES UNION

on behalf of its Local 491

(hereinafter called "the Union")

and

ALMONTE GENERAL HOSPITAL

(hereinafter called "the Hospital")

ARTICLE 1 – PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Hospital and the employees covered by this Agreement; to provide for on-going means of communication between the Union and the Hospital and the prompt disposition of grievances and the final settlement of disputes and to establish and maintain mutually satisfactory salaries, hours of work and other conditions of employment in accordance with the provisions of this Agreement.
- 1.02 It is recognized that employees wish to work together with the Hospital to secure the best possible health care and protection for patients. Appropriate committees have been created under this Agreement to work towards this objective.

ARTICLE 2 – RECOGNITION

- 2.01 The Hospital recognizes the Union as the exclusive bargaining agent for all persons employed by Almonte General Hospital in the Municipality of Mississippi Mills employed as diagnostic medical sonographers and medical radiation technologists in the diagnostic imaging department, save and except supervisors, those above the rank of supervisor, and employees covered by subsisting collective agreements.

ARTICLE 3 – DEFINITIONS

- 3.01 (a) Full-Time Employee is defined as an employee who is regularly scheduled to work the standard work day 7.5 hours or standard work week referred to in the hours of work Article 24.
- (b) Regular Part-Time Employee is defined as an employee who is regularly scheduled to work on a predetermined basis but not more than 7.5 hours per day and less than seventy five hours bi-weekly as per stated in Article 24. A regular part time employee may elect to work additional available hours.
- (c) Casual Employee is defined as an employee who is not regularly scheduled and who does not commit to be available for work on a regular predetermined basis.
- A casual employee is one who is employed as a relief or on a replacement basis and is available for call-ins as circumstances demand. Casual employees are not regularly prescheduled to work.
- (d) Temporary Employee is defined as an employee who is hired for a limited period of time to replace a Full-Time Employee or Regular Part-Time Employee on leave of absence.
- 3.02 Employees hired in full-time, or part-time, temporary replacement positions will be classified as regular part-time and will be covered by the part-time provisions of the collective agreement.
- 3.03 Work of the Bargaining Unit
- Supervisors excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit which will directly cause or result in the layoff, loss of seniority or service, or reduction in benefits to employees in the bargaining unit.
- 3.04 "Supervisor" or "Immediate Supervisor" when used in this Agreement shall mean the first supervisory level excluded from the bargaining unit.
- 3.05 "Administrator" where used in this Agreement shall mean the Chief Executive Officer of the Almonte General Hospital.
- 3.06 No Contracting Out
- The Hospital shall not contract out work usually performed by members of the bargaining unit, if as a result of such contracting out, any bargaining unit employee other than a casual employee is laid off, displaced or loses

hours of work or pay. This clause shall not apply in circumstances where the Hospital no longer provides a particular service as a result of the rationalization or sharing of services between hospitals. Contracting out to an employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off with similar terms and conditions of employment is not a breach of this provision.

3.07 Where singular is used it may also be deemed to mean plural.

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 with the Hospital, and shall remain with the Hospital, except as specifically limited by this Agreement and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Hospital to:

- (a) Maintain order, efficiency and discipline;
- (b) Hire, assign, discharge, direct, classify, transfer, promote, demote, layoff, recall, and suspend or otherwise discipline employees provided that a claim by an employee that they have been discharged, suspended or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided.
- (c) Establish, alter and enforce reasonable rules and regulations to be observed by the employees;
- (d) Determine all work procedures, the kind and location of equipment to be used, methods to be used, the allocation and number of employees required from time to time, the services to be performed, standards of performance of all employees, work assignments, the hours of work and all other rights and responsibilities of management, not specifically modified elsewhere in this Agreement.

4.02 The Hospital recognizes that the rights described in this Article shall be exercised in a manner consistent with all provisions of this Agreement.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

5.01 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 6 – RELATIONSHIP

- 6.01 The Hospital and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practised by any of their representatives with respect to any employee because of their membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising their rights under the Collective Agreement.
- 6.02 The parties agree that a safe workplace, free of violence and harassment, is a fundamental principle of a healthy workplace. Commitment to a healthy workplace requires a high degree of cooperation between members of the healthcare community. Employees are empowered to report incidents of disruptive behaviour or domestic violence without fear of retaliation. The parties are committed to a harassment and violence free workplace and recognize the importance of addressing discrimination and harassment issues in a timely and effective manner.
- 6.03
- (a) It is agreed that there will be no discrimination by either party or by any of the employees covered by this Agreement on the basis of race, creed, colour, national origin, sex, sexual orientation, marital status, age, religious affiliation, gender and gender expression or any other factor which is not pertinent to the employment relationship.
 - (b) Every employee has a right to freedom from harassment in the workplace by the employer or agent of the employer or by another employee in accordance with the Ontario Human Rights Code.
 - (c) An employee who believes they have been harassed contrary to this provision may file a grievance under Article 9.
- NOTE: "harassment" means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.
- 6.04 The Hospital agrees that an officer of the Union or employee representative shall be allowed a reasonable period during regular working hours to interview newly hired employees during their probationary period. During such interview, membership forms may be provided to the employee. These interviews shall be scheduled in advance and may be arranged collectively or individually by the Hospital.
- 6.05 The Union agrees there will be no Union activity, solicitation for membership, or collection of Union dues on Hospital premises or during working hours except with the written permission of the Hospital or as specifically provided for in this Agreement.

- 6.06 New employees shall at the time of hiring receive a letter stating their salary level, the salary range for their classification and a summary of their benefit entitlements. Employees will be asked in this letter to provide the Hospital with verification of their previous employment so that their previous experience credit can be calculated. Employees will be provided with a copy of the collective agreement during their orientation. If they so wish they may request a copy prior to orientation.
- 6.07 The Hospital and the Union recognize their joint duty to accommodate employees in accordance with provisions of the Ontario Human Rights Code.

ARTICLE 7 - UNION MEMBERSHIP AND DUES

- 7.01 The Hospital will deduct from each employee in the bargaining unit, including new employees starting from their date of hire, 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 accounting Department 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 remitting such dues, the Hospital shall provide a list of the employees from whom deductions were made, including their job title and status (i.e. Full Time, Regular Part Time, casual, or on leave of absence greater than thirty (30) days). A copy of the list will be forwarded to the local Union.
- 7.02 Notice of change in the amount of Union dues will be provided in writing by the Union to the Employer at least one (1) month prior to the commencement of the pay period in which the new rate is to be implemented.
- 7.03 The hospital will provide the Union and the local representative with a master address list annually on January 15th. Additions, deletions or changes to the list shall be provided to the Union monthly.
- 7.04 The Hospital shall provide each employee with a T-4 Supplementary Slip showing the dues deducted in the previous year for income tax purposes.
- 7.05 In consideration of the deducting and forwarding of Union dues by the Hospital, the Union agrees to indemnify and save harmless the Hospital against any claims or liabilities arising or resulting from the operation of this Article.

ARTICLE 8 - UNION REPRESENTATION AND RESPONSIBILITIES

8.01 The Union shall keep the Hospital notified in writing of the names of its employee representatives and its other authorized representatives, as well as their respective dates of appointment.

8.02 Employee representatives and committee members will be responsible for supplying their supervisors with information as to time off as required by the terms of this Agreement.

8.03 Negotiating Committee

The Hospital agrees to recognize a Negotiating Committee comprised of two (2) representatives of the Union, each of whom has completed their probationary period, for the purposes of negotiating a renewal agreement.

The Hospital agrees to pay members of the Negotiating Committee for time spent during regular working hours in negotiations with the Hospital for a renewal agreement up to, but not including arbitration.

8.04 Grievance Committee

The Hospital will recognize a Grievance Committee comprised of two (2) representatives of the Union. This committee shall operate and conduct itself in accordance with the provisions of the Collective Agreement.

It is agreed that employee representatives and members of the Grievance Committee 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 their duties, an employee representative or member of the Grievance Committee is required to enter a department within the Hospital in which they are not ordinarily employed they shall, immediately upon entering such department, report their presence to the supervisor or employee in charge, as the case may be. When resuming their regular duties and responsibilities, such representatives shall again report to their immediate supervisor. The Hospital agrees to pay for all time spent during their regular hours by such representatives hereunder.

8.05 Employee Representatives

The Hospital agrees to recognize two (2) employee representatives to be elected or appointed by the union from amongst the employees in the bargaining unit for the purpose of dealing with Union business as provided in this Collective Agreement.

8.06

Hospital-Union Committee

- (a) There shall be a Hospital-Union Committee comprised of two (2) representatives of the Hospital and two (2) representatives of the Union, one of whom shall be the Local President or their designate.
- (b) The Committee shall meet semi-annually or as requested by either party. The duties of chairperson and secretary shall alternate between the parties. Where possible, agenda items will be exchanged in writing at least five (5) calendar days prior to the meeting. A record shall be maintained of matters referred to the Committee and the recommended disposition, if any, unless agreed to the contrary. Copies of the record shall be provided to Committee members.
- (c) The purposes of this Committee are promoting and providing effective and meaningful communication of information and ideas and making joint recommendations on matters of concern.
- (d) The Hospital agrees to pay for time spent during regular working hours for representatives of the Union attending at such meetings.

8.07

Accident Prevention - Health & Safety Committee

- (a) 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.
- (b) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention - Health and Safety Committee, at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- (d) The Hospital agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfil its functions. In addition, the Hospital will provide the Committee with reasonable access to all accident reports, health and safety records and any other pertinent information in its possession.

- (e) 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.
- (f) Any representative appointed or selected in accordance with (b) 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 - Health and Safety Committee in accordance with the foregoing, shall be granted and any representative(s) attending such meetings during their regularly scheduled hours of work, shall not lose regular earnings as a result of such attendance.
- (g) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- (h) All time spent by a member of the Accident Prevention - Health and Safety Committee attending meetings of the Committee and carrying out their duties, shall be deemed to be work time for which they shall be paid by the Hospital at their regular rate and shall be entitled to such time from work as is necessary to attend scheduled meetings.
- (i) 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 they so requests, will be granted an unpaid leave of absence before commencement of the current contractual pregnancy leave.
- (j) Where the Hospital identifies high risk areas where employees are exposed to infectious or communicable diseases for which there are available protective medications, such medications shall be provided at no cost to the employees.
- (k) When faced with occupational health and safety decisions, the Hospital will not await full scientific or absolute certainty before taking reasonable action(s) that reduces risk and protects workers.

8.08

Violence in the Workplace:

The Hospital and the Union agree that they have a shared goal of a workplace free of violence.

To that end, the local parties will consider appropriate solutions to promote health and safety in the workplace, including, but not limited to:

- (i) Electronic and visual flagging
- (ii) Properly trained security who can deescalate, immobilize and detain/restrain;
- (iii) Appropriate personal alarms;
- (iv) Organizational wide risk assessments assessing environment, risk from patient population, acuity, communication, and work flow and individual client assessments; and
- (v) Training in de-escalation, break-free and safe immobilization / detainment / restraint.

Workplace violence means:

- (a) Violence in the workplace includes verbal abuse.
- (b) The exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker.
- (c) An attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker, and
- (d) A statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.

8.09

Violence Policies and Procedures

The Employer shall develop, formalize, explicit policies and procedures to deal with violence at a committee level with union representation present. The Workplace Violence policy, shall address the prevention of workplace violence, the management of violent situations, and support to employees who have faced violence. The policy and procedures is part of the employer's health and safety policy and written copies will be provided to each employee at time of hire.

Prior to implementing any changes to these policies, the employer agrees to consult with the Union.

Notification to the Union

The Hospital will inform the Occupational Health and Safety Committee and the Union in writing within seven (7) days of any employee who has been assaulted while performing their work.

Support and Counselling

The Employer and the Union recognized that, where preventative measures have failed to prevent violent incidents, counselling and support must be available to help victims recover and such incidents.

Any union member who has been assaulted while performing their work must complete an Employee Incident Report. The Hospital, with the staff's written consent, will inform the OPSEU Representative of the Local Union of the assault within seven (7) working days of the report incident.

Unless covered under WSIB, the Hospital will provide reimbursement for the replacement or damages incurred to the employee's personal property, such as eyeglasses, contact lenses or other prosthesis, etc. ripped uniforms, personal clothing, as a result of being assaulted while performing their work.

The employee will endeavour to present their claim to the Employer within seven (7) days after the event, unless it is impossible for them to do so during this period.

8.10 Return to Work and Accommodation Representatives

Employees who are requested to attend an accommodation and or return to work meeting following an absence shall be advised that they may contact a Union representative at the time that the meeting is organized. Union representatives may attend such meetings where requested and shall not lose regular pay as a result of such attendance.

ARTICLE 9 - GRIEVANCE PROCEDURE

- 9.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the agreement including any question as to whether a matter is arbitrable.
- 9.02 At the time formal discipline is imposed or at any stage of the grievance procedure, including the complaint stage, an employee is entitled to be represented by the employee representative. In the case of suspension or discharge, the Hospital shall notify the employee of this right in advance.
- 9.03 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until they have first given their immediate supervisor the opportunity of adjusting their complaint. Such complaint shall

be discussed with their immediate supervisor within nine (9) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee and failing settlement within nine (9) calendar days, it shall then be taken up as a grievance within nine (9) calendar days following advice of their immediate supervisor's decision in the following manner and sequence:

Step No. 1

The employee may submit a written grievance signed by the employee to their immediate supervisor. The grievance shall be on a form referred to in Article 9.09 and shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement which are alleged to be violated. The immediate supervisor will deliver their decision in writing within nine (9) calendar days following the day on which the grievance was presented to them. Failing settlement, then:

Step No. 2

Within nine (9) calendar days following the decision in Step No. 1, the grievance may be submitted in writing to the Chief Executive Officer or their designate. A meeting will then be held between the Chief Executive Officer or their designate and the Grievance Committee within nine (9) calendar days of the submission of the grievance at Step No. 2 unless extended by agreement of the parties. It is understood and agreed that a representative of the Union and the grievor may be present at the meeting.

It is further understood that the Chief Executive Officer or their designate may have such counsel and assistance as they may desire at such meeting. The decision of the Hospital shall be delivered in writing within nine (9) calendar days following the date of such meeting.

9.04 Union or Policy Grievance

A complaint or grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. A grievance by the Hospital shall be filed with the Local President of the Union.

9.05 Group Grievance

Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing signed by each employee who is grieving to the Chief

Executive Officer or their designate within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

9.06 Discipline, Suspension or Dismissal of Probationary Employees

The release or discipline of a probationary employee shall not be subject to the grievance procedure unless the probationary employee is released or disciplined for a reason which is arbitrary, discriminatory or in bad faith or for exercising a right under this Agreement. A claim by an employee who has completed their probationary period that they have been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Hospital at Step No. 2 within seven (7) calendar days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure 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) By any other arrangement which may be deemed just and equitable.

The Hospital agrees to provide written reasons within seven (7) calendar days to the affected employee in the case of discharge or suspension and further agrees that it will not suspend, discharge or otherwise discipline an employee who has completed their probationary period, without just cause.

9.07 Arbitration

Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within eighteen (18) calendar days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within sixteen (16) calendar days after the decision under Step No. 2, it will be deemed to have been received within the time limits.

- 9.08 All agreements reached under the grievance procedure between the representatives of the Hospital and the representatives of the Union will be final and binding upon the Hospital and the Union and the employees.
- 9.09 Union grievances shall be on the form set out in Appendix 1.
- 9.10 When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee, provided however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have the power to effect such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.
- 9.11 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 9.12 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 9.13 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 9.14 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and where there is no majority the decision of the chairman will be final and binding upon the parties hereto and the employee or employees concerned.
- 9.15 Each of the parties hereto will bear the expenses of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairman of the Arbitration Board.
- 9.16 The time limits set out in the Grievance and Arbitration Procedures herein 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 subject only to the provisions of Section 48 (16) of The Labour Relations Act.
- 9.17 Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single Arbitrator for the Arbitration

Board at the time of reference to arbitration and the other provisions referring to the Arbitration Board shall appropriately apply.

ARTICLE 10 - ACCESS TO FILES

- 10.01 A copy of any completed evaluation which is to be placed in an employee's file shall be first reviewed with the employee. The employee shall initial such evaluation as having been read and shall have the opportunity to add their views to such evaluation prior to it being placed in their file. It is understood that such evaluations do not constitute disciplinary action by the Hospital against the employee.

Each employee shall have reasonable access to all their files for the purpose of reviewing their contents in the presence of their supervisor. A copy of the evaluation will be provided to the employee at their request. No document shall be used against an employee where it has not been brought to their attention in a timely manner.

- 10.02 Any letter of reprimand, suspension or other sanction will be removed from the record of an employee eighteen (18) months following the receipt of such letter, suspension or other sanction provided that such employee's record has been discipline free for one year. An employee is entitled to place a written response to letters of counselling in their file.

ARTICLE 11 - EFFECT OF ABSENCE

The following article (11.01) applies to Full-Time Employees only.

- 11.01 If an employee's absence without pay from the Hospital including absences under Article 15, 16 and 21, Leaves of Absence, exceeds thirty (30) continuous calendar days they will not accumulate seniority or service for any purposes under the Collective Agreement for the period of the absence in excess of thirty (30) continuous calendar days unless otherwise provided and the employee will become responsible for full payment of any subsidized employee benefits in which they are entitled to participate during the period of absence. In the case of unpaid approved leaves of absence in excess of thirty (30) continuous calendar days an employee may arrange with the Hospital to prepay the full premium of any applicable subsidized benefits during the period of leave in excess of thirty (30) continuous calendar days to ensure their continuing coverage.

Notwithstanding this provision, seniority shall accrue if an employee's absence is due to disability resulting in WSIB benefits or L.T.D. benefits

including the period of the disability program covered by Employment Insurance.

Notwithstanding this provision, seniority and service will accrue and the Hospital will continue to pay its share of the premiums for benefit plans for employees for a period of up to seventeen (17) weeks while an employee is on pregnancy leave under Article 19.01 and for a period of up to sixty one (61) weeks while an employee is on parental leave under Article 19.02, with the cumulative total not to exceed sixty three (63) weeks, unless the employee does not intend to pay their portions.

ARTICLE 12 - SENIORITY

12.01 Probationary Period

- (a) Newly hired employees shall be considered to be on probation for a period of seventy (70) tours worked from date of last hire (525 hours) of work for employees whose regular hours of work are other than the standard work day). If retained after the probationary period, the employee shall be credited with seniority from date of last hire. With the written consent of the Hospital, the probationary employee and the Local President or their designate, such probationary period may be extended. Where the Hospital requests an extension of the probationary period, it will provide notice to the Union at least fourteen (14) calendar days prior to the expected date of expiration of the initial probationary period. It is understood and agreed that any extension to the probationary period will not exceed an additional sixty (60) tours (450 hours) worked and, where requested, the Hospital will advise the employee and the Union of the basis of such extension.
- (b) An employee who transfers from casual or regular part-time to full-time status, or an employee who transfers from casual or full-time to regular part-time status, shall not be required to serve a probationary period where they have previously completed one since their date of last hire. Where no such probationary period has been served, the number of tours worked (hours worked for employees whose regular hours of work are other than the standard work day) during the nine (9) months immediately preceding the transfer shall be credited towards the probationary period.

12.02 Seniority is based on the length of service in the bargaining unit from the last date of hire in the bargaining unit. A seniority list shall be established for all full-time, part-time and casual employees covered by this Agreement who have completed their probationary period. For information purposes

only, the names of all full-time, part-time casual and probationary employees shall be included in the seniority list. A copy of the current seniority list will be filed with the Local President or their designate on or before February 1st and August 1st of each year. A copy of the seniority list shall also be posted at the same time.

- 12.03 An employee's full seniority and service shall be retained by the employee in the event that they are transferred from full-time to part-time or in the event they are transferred from casual to full time or regular part-time or vice-versa. An employee whose status is changed from full-time to part-time shall receive credit for their full seniority and service on the basis of 1500 hours worked for each year of full-time seniority or service. An employee whose status is changed from casual or part-time to full-time shall receive credit for their full seniority and service on the basis of one (1) year of seniority or service for each 1500 hours worked. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer.
- 12.04 An employee shall lose all service and seniority and shall be deemed to have terminated if they:
- (a) Leaves of their own accord;
 - (b) Is discharged and the discharge is not reversed through the grievance or arbitration procedure;
 - (c) Has been laid off for twenty-four (24) calendar months;
 - (d) Refuses to continue to work or return to work during an emergency which seriously affects the Hospital's ability to provide adequate patient care, unless a satisfactory reason is given to the Hospital;
 - (e) Is absent from scheduled work for a period of three (3) or more consecutive scheduled working days without notifying the Hospital of such absence and providing a satisfactory reason to the Hospital;
 - (f) Fails to return to work (subject to the provisions of 12.04 (e)) upon termination of an authorized leave of absence without satisfactory reason or utilizes a leave of absence for purposes other than that for which the leave was granted;
 - (g) Fails upon being notified of a recall to signify their intention to return within five (5) calendar days after they have 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 seven (7) calendar days after they have received the notice of recall or such further period of time as may be agreed upon by the parties;

- (h) Is absent from work due to illness or disability for a period of thirty (30) months from the time such absence commenced. This shall be interpreted in a manner consistent with the Ontario Human Rights Code.

ARTICLE 13 - LAYOFF AND RECALL

- 13.01 (a) A layoff of employees shall be made on the basis of seniority provided that the employees who are entitled to remain on the basis of seniority are willing and qualified to perform the available work. Subject to the foregoing, probationary employees shall be first laid off.

Employees shall be recalled in the order of seniority unless otherwise agreed between the Hospital and the Union, provided that the employee is willing and qualified to perform the available work.

- (b) No new employee shall be hired until all those employees who retain the right to be recalled and who are willing and qualified to perform the available work have been given the opportunity to return to work.
- (c) With respect to the development of any operating or re-structuring plan which may affect the bargaining unit, the Union, through the Fiscal Advisory Committee, shall be involved in the planning process from the early phases through to the final phases of the process.

- 13.02 A "layoff" includes a temporary or permanent discontinuation of work or reduction in hours of work. In the event of a proposed layoff at the Hospital of a short-term (less than three (3) months) or long-term nature (three (3) months or longer), the Hospital will:

- (a) For short-term layoff provide no less than thirty (30) days notice to the affected employee(s) or pay in lieu thereof; and no less than thirty (30) days notice to the Union, indicating the reasons causing the layoff, the anticipated duration of the layoff and identify the employees likely to be affected. If requested, the parties will meet.
- (b) For long-term layoff provide no less than three (3) months written notice to the affected employee(s) or pay in lieu thereof; and no less than five (5) months notice. The employers agrees to meet with the Union to review the following:
 - (i) The reason causing the layoff;

- (ii) The service the Hospital will undertake after the layoff including the areas of cut-back and the employees to be laid off;
- (iii) The method of implementation;
- (iv) Ways the Hospital can assist the employees to find alternate employment including 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.

- 13.03
- (a) For short-term layoff the available work assignments shall be distributed to the most senior incumbents of the classification where operationally feasible provided that they are willing and capable of performing the available job duties to ensure to the greatest extent possible that the layoff impacts the most junior employee(s). No bumping is permitted.
 - (b) An employee who is subject to a long-term layoff shall have the right to either:
 - (i) Accept the layoff; or
 - (ii) Displace an employee who has lesser bargaining unit seniority in a lower or identical paying classification if the employee originally subject to layoff can perform the duties of the lower or identical paying classification without training other than orientation; or
 - (iii) Opt to receive the separation allowance as outlined in Article 13.09; or
 - (iv) Opt to retire, if eligible under the terms of the Hospitals of Ontario Pension Plan (HOOPP) as outlined under Article 13.09; or
 - (v) Elect to transfer to a vacant position, provided they are qualified to perform the available work.

- 13.04
- (a) Where there is an available opening which has not been filled in accordance with the recall process, an employee who has either accepted a layoff or is under notice of layoff and unable to displace any other employee will be given an opportunity for on-the-job retraining of up to six 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 qualification and ability to perform the work.

- (b) 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 qualification and ability to perform the work, the employee will be returned to the recall list or will be terminated in accordance with Article 12.04 (c).
- (c) In the event that an employee who has been laid off and is placed on the recall list is assigned by the Hospital, ad hoc shifts or to a temporary vacancy, they will retain, but not accumulate seniority and service held at the time of layoff. Employees in such assignments will be treated as part-time. Where an employee is recalled, they will receive credit for seniority and service for shifts worked under this provision. Any assignments under this provision will be offered on a voluntary basis. It is further understood that any assignment under this provision does not constitute a recall from lay-off.

- 13.05 An employee recalled to work in a different classification from which they were laid off, or an employee who has displaced an employee in a lower or identical paying classification shall be entitled to return to the position they held prior to the layoff should it become vacant within six (6) months of the layoff, provided that the employee remains qualified and able to perform the duties of their former position. In such a case, the posting procedure shall not apply.
- 13.06 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 tenth (10) 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 their proper address being on record with the Hospital.
- 13.07 Any agreement between the Hospital and the Union concerning layoff and recall will take precedence over the terms of this Article.
- 13.08 An employee who is on layoff for up to one (1) year may, at their request, continue to participate in benefit plans enumerated in Article 29, provided the employee makes arrangements for payment of the full amount. Such participation is subject to approval by the carrier.

13.09 Local human resources plans will apply to Health Services Restructuring Commission directives. In other circumstances the balance of this Article will apply.

- (a) At the time of issuing notice of long term layoff pursuant to Article 13.02 the Hospital will offer early retirement allowance to a sufficient number of employees eligible for early retirement under the Hospital's pension plan, in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the number of employees who would otherwise be subject to layoff under Article 13.02.

An employee who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of one (1) weeks' salary for each year of service, to a maximum ceiling of fifty-two (52) weeks' salary.

- (b) Where an employee has received individual notice of long-term layoff under Article 13.02 such employee may resign and receive a separation allowance as follows:
 - (i) Where an employee resigns effective within thirty (30) days after receiving individual notice of long term layoff, they shall be entitled to a separation allowance of one (1) 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 registration will be reimbursed for tuition fees up to a maximum of three thousand (\$3000.00) dollars.
 - (ii) Where an employee resigns effective later than thirty (30) days after receiving individual notice of long term layoff, they shall be entitled to a separation allowance of four (4) weeks salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation will be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1250.00) dollars.

ARTICLE 14 - JOB POSTING

- 14.01 (a) Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Hospital, such vacancy shall be posted for a period of seven (7) consecutive calendar days in an area known to all staff and all current staff shall be notified by email. Employees in

this bargaining unit and employees in another Ontario Public Service Employees Union bargaining unit at this Hospital, if any, may make written application for such vacancy within the seven (7) day period referred to herein. Subsequent vacancies created by the filling of a posted vacancy are to be posted for seven (7) consecutive calendar days.

In addition, the Employer shall post vacancies for temporary positions reasonably expected to continue for a minimum of six (6) months' duration. Temporary vacancies not expected to continue for a minimum of six (6) months may be filled at the discretion of the department head.

In the event that additional work of a long term or permanent nature becomes available which the employer determines does not constitute a vacant position, the increased hours will be offered in descending order of seniority to regular employees who would be able to perform the work in accordance with the regular part-time definition.

- (b) A list of vacancies filled in the preceding month under Articles 14.01(a), and the names of the successful applicants, will be posted, with a copy provided to the Union. Unsuccessful applicants will be notified.

At the request of the employee, the Hospital will discuss with unsuccessful applicants ways in which they can improve their qualifications for future postings.

- (c) Employees shall be selected for positions under either 14.01 (a) on the basis of their skill, ability, experience and qualifications. Where these factors are relatively equal amongst the employees considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work within an appropriate familiarization period. Where seniority governs, the most senior applicant will be selected. Where the applicant has been selected in accordance with this Article and it is subsequently determined that they cannot satisfactorily perform the job to which they were promoted or if the employee is not satisfied with the position, the Hospital will , during the first thirty (30) tours (225 hours for employees whose regular hours of work are other than the standard work day) worked from the date on which the employee was first assigned to the vacancy, to return them to their former job, and the filling of the subsequent vacancies will likewise be reversed.

- (d) Vacancies which are not expected to exceed sixty (60) calendar days and vacancies caused due to illness, accident, leaves of absence (including pregnancy and parental leaves) may be filled at the discretion of the hospital. In filling such vacancies consideration shall be given to regular employees in the bargaining unit on the basis of seniority who are qualified to perform the work. It is understood , however where such vacancies occur on short notice, failure to offer regular employees such work shall not result in any claim for pay for time worked while proper arrangements are made to fill the vacancy. Where part time or casual employees fill temporary full time vacancies, such employees shall be considered regular part time and shall be covered by the part time terms of the Collective Agreement. Full time employees will only be considered for temporary full time positions, such employees shall be considered full time and shall be covered by the full time terms of the Collective Agreement. Upon completion of the temporary vacancy, the employee shall be returned to their former position unless the position has been discontinued, in which case they shall be given a comparable job.
- (e) The Hospital shall have the right to fill any permanent vacancy on a temporary basis until the posting procedure or the Request for Transfer procedure provided herein has been complied with and arrangements have been made to permit the employee selected to fill the vacancy to be assigned to the job.

ARTICLE 15 - PERSONAL LEAVE OF ABSENCE

15.01 Personal Leave (Unpaid)

Written requests for a personal leave of absence without pay will be considered on an individual basis by the Hospital. Such requests are to be given as far in advance as possible and a written reply will be given within fourteen (14) days except in cases of emergency in which case a reply will be given as soon as possible. Such leave shall not be unreasonably withheld.

15.02 Legislated Leaves of Absence

All legislated leave of absence shall be granted to an employee in accordance with the qualifying conditions of the Employment Standards Act as amended from time to time.

Employees shall make all reasonable efforts to obtain prior authorization from their individual manager. These leaves shall be at no cost to the employer unless required under the act. The employee may take leave

without pay or, with the approval of their manager, either take annual leave, overtime credits or make up the hours. Such approval by the manager shall not be unreasonably denied.

ARTICLE 16 - JURY AND WITNESS DUTY

- 16.01 If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or a coroner's inquest in connection with a case arising from the employee's duties at the hospital, the employee shall not lose regular pay because of such attendance and shall not be required to work on the day of such duty provided that the employee:
- (a) Notifies the Hospital immediately on the employee's notification that they will be required to attend court;
 - (b) Presents proof of service requiring the employee's attendance;
 - (c) Deposits with the Hospital the full amount of compensation received excluding mileage, travelling and meal allowance and an official receipt where available.

ARTICLE 17 - BEREAVEMENT LEAVE

- 17.01 An employee who notifies the Hospital as soon as possible following a bereavement shall be granted four (4) working days off without loss of their regular pay for their scheduled hours, in conjunction with the day of the funeral of their spouse (including spouses of same sex), child, parent or spouse's child (including step child, step parent and spouse's step child).

An employee who notifies the Hospital as soon as possible following a bereavement shall be granted three (3) working days off without loss of their regular pay for their scheduled hours, in conjunction with the day of the funeral of any other member of their immediate family. "Immediate family" for the purpose of this paragraph means brother, sister, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent or grandchild (including step brother, step sister, step son-in-law, step daughter-in-law, step mother-in-law, step father-in-law, step brother-in-law, step daughter-in-law, step mother-in-law, step father-in-law, step sister-in-law, step brother-in-law, step grandparent and step grandchild).

An employee who notifies the Hospital as soon as possible following a bereavement shall be granted one (1) working day off without loss of their regular pay for their scheduled hours, in conjunction with the day of the funeral for their niece or nephew (including step niece or step nephew).

An employee who notifies the Hospital as soon as possible following a bereavement shall be granted one (1) working day off without loss of their regular pay for their scheduled hours, in conjunction with the day of the funeral for their aunt, uncle, niece or nephew (including step aunt, step uncle, step niece or step nephew).

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.

An employee may utilize one day of their entitlement, as determined above, within six months or such other reasonable time following the date of bereavement for the purposes of attending such burial or memorial service.

When an employee's scheduled vacation is interrupted due to bereavement the employee shall be entitled to bereavement leave in accordance with the above provision. The portion of the employee's vacation which is deemed to be bereavement leave under the above provision will not be counted against the employee's vacation credits.

ARTICLE 18 - PREGNANCY LEAVE

- 18.01 (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. An employee who is eligible for a pregnancy leave may extend the leave for a period of up to eighteen (18) months' duration, inclusive of any parental leave.
- (b) The employee shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- (c) The employee shall reconfirm their intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least four (4) weeks in advance thereof. The employee shall be reinstated to their former position unless the position has been discontinued in which case they shall be given a comparable job.

- (d) Employees newly hired to replace employees who are on approved pregnancy leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Hospital, in a permanent position, the employee shall be credited with seniority from date of hire subject to successfully completing their probationary period.

The Hospital will outline to employees hired to fill such temporary vacancies the circumstances giving rise to the vacancy and the special conditions relating to such employment.

- (e) The Hospital may request an employee to commence pregnancy leave at such time as the duties of their position cannot reasonably be performed by a pregnant person or the performance or non-performance of their work is materially affected by the pregnancy.
- (f) On confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the Employment Insurance Act shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between eighty four percent (84%) of their regular weekly earnings and the sum of their weekly Employment Insurance benefits and any other earnings. Such payment shall commence following receipt by the Hospital of the employees Employment Insurance cheque stub as proof that they are in receipt of Employment Insurance pregnancy benefits, and shall continue for a maximum period of fifteen 15 weeks. The employees regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours. The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment Insurance benefit.

In addition to the foregoing the Hospital shall pay the employee eighty four percent (84%) of their normal weekly earnings during the one (1) week period of leave prior while waiting to receive Employment Insurance benefits.

- (g) Credit for seniority and service for the purpose of salary increment, vacation, or any other benefit under the provisions of the Collective agreement or elsewhere shall accrue during pregnancy leave. The hospital shall continue to pay its share of the benefits and or percentage in lieu provided under the collective agreement for seventeen (17) week period. Seniority and service accumulation shall be based on the employee's normal weekly hours. The Hospital shall register this benefit

with the Employment Insurance Commission as part of the Supplemental Unemployment Benefit Plan.

- (h) In the event of an increment or general wage increase, retroactive or otherwise, falling due during the period of pregnancy leave, the employee's rate of pay, the SUB, the percentage in lieu and vacation entitlement shall be recalculated and adjusted effective the date of the increase.

18.02 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 they so requests, will be granted an unpaid leave of absence before commencement of the current contractual maternity leave provisions.

ARTICLE 19 - PARENTAL LEAVE

- 19.01 (a) An employee who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- (b) An employee who has taken a pregnancy leave under Article 16.05 is eligible to be granted a parental leave of up to thirty-five (35) or sixty-one (61) weeks' duration, in accordance with the Employment Standards Act. An employee who is eligible for a parental leave who is the natural parent or is an adoptive parent may extend the parental leave for a period of up to sixty three weeks duration, consideration being given to any requirements of adoption authorities. In cases of adoption, the employee shall advise the hospital as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.
- (c) The employee shall be reinstated to their former position, unless that position has been discontinued, in which case they shall be given a comparable job.
- (d) Employees newly hired to replace employees who are on approved parental leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Hospital, in a permanent

position, the employee shall be credited with seniority from date of hire subject to successfully completing their probationary period.

The Hospital will outline to employees hired to fill such temporary vacancies, the circumstances giving rise to the vacancy and the special conditions relating to such employment.

- (e) On confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the Employment Insurance Act shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between eighty four (84%) percent of the employee's regular weekly earnings and the sum of their weekly Employment Insurance benefits and any other earnings. Such payment shall commence following receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that they are in receipt of Employment Insurance parental benefits and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The parties agree that the total supplemental employment benefit paid by the Employer to an employee who chooses to receive Employment Insurance benefits over a period of sixty-one (61) weeks shall not exceed the amount the employee would have received had the employee chosen to receive such benefits over a period of thirty-five (35) weeks. The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours. The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment Insurance benefit.

In addition to the foregoing the Hospital shall pay the employee eighty four percent (84%) of their normal weekly earnings during the one (1) week period of leave while waiting to receive Employment Insurance benefits.

- (f) Credit for seniority and service for the purpose of salary increment, vacation, or any other benefit under the provisions of the Collective agreement or elsewhere shall accrue during parental leave. The hospital shall continue to pay its share of the benefits and or percentage in lieu provided under the collective agreement for the eleven week period. Seniority and service accumulation shall be based on the employee's normal weekly hours. The Hospital shall register this benefit with the Employment Insurance Commission as part of the Supplemental Unemployment Benefit Plan.

- (g) In the event of an increment or general wage increase, retroactive or otherwise, falling due during the period of parental leave, the employee's rate of pay, the SUB, the percentage in lieu and vacation entitlement shall be recalculated and adjusted effective the date of the increase.

ARTICLE 20 - LEAVE OF ABSENCE - UNION BUSINESS

20.01 The Hospital agrees to grant leaves of absence, without pay, to employees selected by the Union to attend Union business including conferences, conventions and Provincial Committee meetings. The cumulative total leave of absence, including both full-time and part-time employees shall be fifteen (15) days during the calendar year and subject to the following conditions:

- (i) Request for such leave shall be submitted in writing at least four (4) weeks in advance of the requested leave, except in cases of emergency;
- (ii) No more than one (1) employee shall be absent at any one time; and,
- (iii) Such leave does not affect the efficient operation of the Hospital.

During such Leave of Absence, the employee's salary and applicable benefits shall be maintained by the Hospital and the Union agrees to reimburse the Hospital in the amount of the daily rate of the employee. The Hospital will bill the Union within a reasonable period of time.

20.02 When an employee is elected as the Union's President or First Vice-President, the Union will, immediately following such election, advise the Hospital of the name of the employee so elected. Leave of absence without pay may be granted from the employee's place of employment for the duration of the term of office. Such leave shall not be unreasonably denied. Re-application for such leave shall be made for each successive term. The Union will reimburse the Hospital for the salary and benefits paid to members granted leave under this Article.

20.03 When an employee is elected as an Executive Board Member of the Union, Executive Officer, Member of the Hospital Professional Division Executive or Central Negotiating Committee, Membership Development Trainee or as a member of a provincial committee, the Union will, immediately following such election, advise the Hospital of the name of the employee so elected. Leave of absence with pay shall be granted to an employee elected as an Executive Board Member, Member of the HPD or to a provincial committee for the purpose of conducting the internal business affairs of the Union. The

Union will reimburse the Hospital for amounts paid on behalf of the employee, including pay and benefits.

ARTICLE 21 - PROFESSIONAL DEVELOPMENT

- 21.01 Leave of absence, without pay, for the purposes of further education directly related to the employee's employment with the Hospital may be granted on written application by the employee to the Chief Executive Officer or their designate. Requests for such leave will not be unreasonably denied.
- 21.02 Upon pre-approval of the manager, an employee shall be entitled to leave of absence without loss of earnings from their regularly scheduled working hours for the purpose of writing any examinations required in any recognized course in which employees are enrolled to upgrade their professional qualifications. Such approval will not be unreasonably denied.
- 21.03 Leave of absence without loss of regular earnings from regularly scheduled hours for the purpose of attending short courses, workshops or seminars directly related to the employee's employment at the Hospital, may be granted at the discretion of the Hospital upon written application by the employee to the Chief Executive Officer or their designate.
- 21.04 When an employee is on duty and authorized to attend any in-service program within the Hospital and during their regularly scheduled working hours, they shall suffer no loss of regular pay. When an employee is required by the Hospital to attend courses outside of their regularly scheduled working hours they shall be paid for all time spent in attendance on such courses at their regular straight time hourly rate of pay.

ARTICLE 22 - JOB DESCRIPTIONS AND JOB EVALUATION

- 22.01 The Hospital agrees to provide the Union with Job Descriptions for its present classifications. Further, the Hospital agrees to provide copies of all new or revised Job Descriptions for all positions for which the Union is the bargaining agent.

ARTICLE 23 - RE-ORGANIZATION

- 23.01 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 which in reality causes such classification to become a new classification, the Hospital shall advise the Union of such new or

changed classification and the rate of pay and vacation entitlement established. If requested, the Hospital agrees to meet with the Union to permit it to make representations with respect to the appropriate rate of pay and vacation entitlement providing any such meeting shall not delay the implementation of the new classification. Where the Union challenges the rate established by the Hospital and the matter is not resolved following any meeting with the Union, a grievance may be filed at Step No. 2 of the Grievance Procedure within seven (7) calendar days following any meeting. If the matter is not resolved in the Grievance Procedure, it may be referred to Arbitration in accordance with Article 9, it being understood that any Arbitration Board shall be limited to establishing an appropriate rate based on the relationship existing amongst other paramedical classifications within the Hospital and duties and responsibilities involved.

Any change in the rate and/or vacation entitlement established by the Hospital either through meetings with the Union or by a Board of Arbitration shall be made retroactive to the time at which the new or changed classification was first filled.

ARTICLE 24 – HOURS OF WORK

24.01 The following provision designating regular hours on a daily tour and regular daily tours over the schedule determined by the Hospital shall not be construed to be a guarantee of hours of work to be performed on each tour or during each tour scheduled.

The normal or standard work day is defined as seven and half hours, the normal or standard work week shall be averaged to seventy-five (75) hours over a fixed two week period.

The normal daily tour shall be seven and a half consecutive hours (7.5) in any twenty four (24) hour period exclusive of an unpaid one half (1/2) hour meal break.

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

The regular weekly tour of duty for employees shall be no more than seven days in a row, ten days per pay period over the schedule determined by the hospital.

The hospital will endeavour to avoid scheduling an employee to work more than one out of four weekends in accordance with Article 24.12(h).

24.02 Premium Payment (Overtime)

Overtime premium will not be duplicated for the same hours worked under Article 24.01 (a) and (c) nor shall there be any pyramiding with respect to any other premiums payable under the provisions of this Collective Agreement. Nothing herein will disentitle the employee to payment of the normal tour differentials provided herein.

Overtime shall be defined as being all hours worked in excess of the normal work day (7.5 hours) or seventy five hours in a pay period. The overtime rate shall be one and one half times the employees' regular straight hourly rate of pay.

24.03 Paid Meal

An employee required to work more than two (2) hours overtime on the same day they have worked a full shift shall, after the two hours, receive a one-half (1/2) hour paid meal period and shall be provided with a hot meal or ten dollars (\$10.00) if the Hospital is unable to provide the hot meal.

24.04 Overtime During Premium Periods

Where an employee is required to work on a paid holiday or an overtime tour or on a tour that is paid at the rate of time and one-half their regular straight time hourly rate and they are required to work additional hours following their full tour on that day (but not including hours on a subsequent regularly scheduled tour for such employee) they shall receive two (2) times their regular straight time hourly rate for such additional hours worked.

24.05 Time in Lieu

Where a full-time employee has worked and accumulated approved overtime hours including call back hours (other than overtime hours related to paid holidays) such employee shall have the option of electing payment at the applicable overtime rate or time off equivalent to the applicable overtime rate. Where the employee chooses the equivalent time off, such time off will be taken within ninety days (90) days or such other longer agreed upon time following the date on which the overtime was worked, to be scheduled at a mutually agreeable time between the employee and their immediate supervisor or payment in accordance with the former option shall be made.

24.06 Exchange of Shifts or Days Off

Employees will be permitted to exchange shifts or days off with the consent of the immediate supervisor provided that such exchange does not entail

premium rates of pay and provided that such exchange shall be documented and signed by the concerned employees where practicable. Consent shall not be unreasonably withheld.

24.07 Minimum Hours Between Change of Shift

Except for schedules established by mutual agreement between the Hospital and the affected employees, upon a change of shift (i.e. when an employee changes from day to evening or night shift, or from night to day or evening shift, or from evening to day or night shift) the Hospital shall provide a minimum period of twelve (12) hours between the end and resumption of work by any employee.

24.08 The Hospital will provide the Union with forty-five (45) days notice before implementing any major change in a department scheduling system.

24.09 Extended Tours

Employees who are in agreement to work extended tours shall be governed under the following conditions:

- (a) Employees who agree to work a twelve (12) hour extended tour shall subject to the exigencies of patient care be entitled to a total of three (3) fifteen minutes paid rest periods and one (1) 45 minute unpaid meal break.
- (b) Employees will not be scheduled to work more than four (4) consecutive extended tours.
- (c) Overtime shall be paid at the rate of one and a half times their straight time hourly rate for all hours worked beyond the extended tour.

24.10 Missed Meal Breaks

When an employee is authorized to work during their lunch break due to the requirements of patient care, they will be compensated at one and one half times their regular straight hourly rate for their missed break.

24.11 Opportunities to work available extra shifts shall be distributed in order of seniority and status amongst part time and casual staff who have expressed an interest and their availability in writing to work such hours. Hours are to first be offered to available part time employees followed by casual employees.

24.12 Scheduling

All master schedules/rotations shall be prepared and posted with:

- (a) Start time, duration
- (b) Minimum of four days off in two weeks period
- (c) Where the schedule permits will be schedule two consecutive days off in a row
- (d) No more than seven days in a row
- (e) The hospital will endeavour to minimize the number of shifts of less than seven and a half hours.
- (f) Part-time employees shall provide and be available to work a minimum of two (2) regular shifts per week.
- (g) Weekends shall be shared amongst all permanent staff, the employer shall endeavour to not schedule employees for more than one weekend in four (4). If an employee is required to work in excess of two (2) consecutive weekends they shall be paid at the rate of time and one half the employee's regular rate of pay.

This provision shall not apply in the following circumstances;

- 1) Such weekend work has been requested by the employee to satisfy specific days off requested by the employee;
- 2) An employee has requested to work additional weekends; or
- 3) Such weekend is worked as the result of an exchange of shifts with another employee
- 4) This provision shall not apply to part time positions normally scheduled to work straight weekends.

All shifts, days, evening, weekends shall be equitably shared amongst all permanent staff unless they were hired to work weekends only.

Shifts shall be defined as follows:

Day shift	0730 hours and 1530 hours
Evening Shift	1530 hours and 2330 hours
Night Shift	2330 hours and 0730 hours

ARTICLE 25 – PREMIUMS AND ALLOWANCES**25.01 Reporting Pay**

An employee who reports for work as scheduled, unless otherwise notified by the Hospital, shall receive a minimum of four (4) hours pay at their regular straight time hourly rate. They may be required to perform any professional duties assigned by the Hospital which they are capable of doing, if their regular duties are not available.

25.02 Standby

An employee who is required to remain available for duty on standby outside their regularly scheduled working hours shall receive standby pay in the amount of three dollars (\$3.00) per hour for the period of standby scheduled by the Hospital (four dollars and fifty cents (\$4.50) per hour when such standby duty falls on a paid holiday). Standby pay shall, however, cease where the employee is called in to work under Article 25.03 and works during the period of standby.

The Employer shall provide cell phones for employees required to remain available on standby.

Standby responsibilities shall be shared equally amongst all available staff and shall be normally assigned to the evening shift and the day shift on the weekend.

25.03 Call Back

An employee who is called to work after leaving the Hospital premises and outside of their regular scheduled hours, shall be paid a minimum of no less than two (2) hours' pay at time and one-half (1½) their regular straight time hourly rate for work performed on each call-in. In the event that such two (2) hour period overlaps and extends into their regular shift, the premium period will end and they shall be paid the regular straight time hourly rate upon the commencement of their regularly scheduled shift. The reference to leaving the Hospital premises referred to above will not be applicable where an employee remains in the Hospital on standby arrangement with the Hospital.

25.04 Call Back Telephone Consultation

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

Fifteen minutes pay for each call between 0700 hours and 2300 hours and Thirty minutes' pay for a call received between 2300 hours and 0700 hours, at time and one half their regular straight hourly rate, or equivalent time in lieu, per call, regardless of the duration of the call. Any additional time spent on the call over and above the initial minimum time shall be compensated at the same rate but in minimum fifteen minute increments. The employee will complete a record of calls on a form following the period of the call. A call received during a period for which one of the aforesaid minimums is payable as a result of an earlier call will be treated for these purposes as a continuation of the earlier call.

25.05 Transportation Allowance

When an employee is required to travel to the Hospital or to return to their home as a result of reporting to or off work between the hours of 2400 - 0600 hours, or at any time while on standby, the Hospital will pay transportation costs either by taxi or by their own vehicle at the current CRA rate. The employee will provide to the Hospital satisfactory proof of payment of such taxi fare.

25.06 Responsibility Allowance

Where the Hospital temporarily assigns an employee to carry out the assigned responsibilities of a higher classification (whether or not such classification is included in the bargaining unit), at times when the incumbent in any such classification would otherwise be working, they shall be paid a premium of one dollar and forty cents (\$1.40) per hour for such duty in addition to their regular salary.

25.07 Team Leader

Whenever an employee is assigned additional responsibility to direct, supervise or oversee work of employees, and/or be assigned overall responsibility for the unit and or patient care on the unit or area, they shall be paid a premium of \$2.00 per hour on top of their regular hourly rate, in addition to their regular salary and applicable premium allowance.

ARTICLE 26 - CLAIM FOR RELATED EXPERIENCE

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

purposes of this clause, as it applies to part-time employees, part-time experience will be calculated on the basis of 1500 hours worked equaling one year of experience.

Claims for recent and related experience shall be retroactive to the date of hire when appropriate supporting documentation is received within the first forty five (45) days of employment. Supporting documentation received after the first forty five (45) days will only be credited from the time it is received by the Hospital.

ARTICLE 27 – SALARIES

27.01 The salary rates in effect during the term of this Agreement shall be those set forth in Schedule "A" attached to and forming part of this Agreement.

27.02 Increments

Full-Time Employees

A full-time employee shall be advanced from their present level to the next level set out in the Salary Schedule, twelve (12) months after they were last advanced on their service review date. If an employee's absence without pay from the Hospital exceeds thirty (30) continuous calendar days during each twelve (12) month period, their service review date will be extended by the length of such absence in excess of thirty (30) continuous calendar days.

Part-Time Employees

Each part-time employee will be advanced from their present level on the salary schedule to the next level on the salary schedule after obtaining one (1) year's service credits, calculated on the basis of 1500 hours worked equals one year of service. Employees' cannot earn more than one years' service credit in any given calendar year.

27.03 A part-time employee whose status is altered to full-time will assume their same level on the full-time grid. A full-time employee whose status is altered to part-time will assume their same level on the part-time grid. In addition, an employee who is so transferred will be given credit for service accumulated since the date of their last advancement.

ARTICLE 28 - EARNED BENEFITS

The following article 28 applies to Full-Time Employees only.

- 28.01 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.
- 28.02 The Hospital agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating eligible employees in the active employ of the Hospital under the current insurance plans in place and set out below subject to their respective terms and conditions including any enrolment requirements. For clarity it has been agreed that all superior benefits in place at the time of signing this agreement are to remain in place unless specifically altered as follows:
- (a) 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 existing Extended Health Care Benefits Plan or comparable coverage with another carrier providing for \$22.50 (single) deductible and \$35.00 (family) deductible, providing the balance of monthly premiums are paid by the employees through payroll deductions. In addition to the standard benefits, coverage will include hearing aids up to \$500 per insured person per lifetime, vision care (maximum \$400 for glasses or contact lenses plus one optometry examination to a maximum of \$100 every two years reasonable and customary), physiotherapy and chiropractic is \$400 each per insured person annually and massage therapy/orthotherapist combined maximum of \$400 per insured person per calendar year.
- Generic drugs will be substituted except in cases where the doctor specifies that a particular type or brand of medication is to be supplied.
- (b) The Hospital agrees to pay 100% of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the existing Semi-Private Plan or comparable coverage with another carrier.
 - (c) The Hospital agrees to contribute 100% of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under H.O.O.G.L.I.P. or such other group life insurance plan currently in effect. Such insurance shall include benefits for accidental death and dismemberment in the principal amount equal to the amount of the Group Life Insurance to which the employee is entitled.

(d) Hospitals of Ontario Voluntary Life Insurance Plan

The Hospital also agrees to make the Hospitals of Ontario Voluntary Life Insurance Plan (HOOVLIP) available to the employees subject to the provisions of HOOVLIP at no cost to the Hospital.

- (e) The Hospital agrees to contribute seventy five percent 75% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the existing Dental Plan or comparable coverage with another carrier (based on the current ODA fee schedule as it may be updated from time to time) providing the balance of the monthly premiums are paid by the employees through payroll deductions.

The Dental Plan will include orthodontic coverage on a 50/50 co-insurance basis, with a lifetime maximum of \$2000 per insured person.

The Dental Plan will also include complete and partial dentures at 50/50 co-insurance to \$1,000 maximum per person annually, and crown, bridge work and repairs at 50/50 co-insurance to \$2000 maximum per person annually.

- (f) For purposes of health and welfare benefits under Article 28.02, dependent coverage is available to the employee, to cover their same sex partner and their dependents, in accordance with the terms and conditions of the plans.

28.03 The Hospital shall continue to pay the premiums for benefit plans for employees who are on paid leave of absence or WSIB compensation or at any time when salary is received, or as provided in Article 11.01. Such payment shall also continue while an employee is on sick leave (including the Employment Insurance Period) or on Long Term Disability to a maximum of thirty (30) months from the time the absence commenced. Employees who are on layoff may continue to participate in benefit plans, at their request, provided they make arrangements for payment and provided also that the layoff does not exceed one year.

28.04 The Hospital may substitute another carrier for any of the foregoing plans provided that the level of benefits conferred thereby are not decreased. The Hospital will advise the Union of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier.

28.05 (a) The Hospital shall provide each employee with information booklets outlining all of the current provisions in the benefits plan defined in Article 28.02. Upon request, the Hospital will make the Plans

available to the Union for inspection.

- (b) The Hospital shall notify the Union of the name(s) of the carrier(s) which provide the benefits plans defined in Article 28.02. The Hospital shall also provide the Union with a copy of all current information booklets provided to the employees.

28.06 For newly hired employees, coverage as set out in Article 28.02 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 than the first day of the fourth full month following the month in which the newly-hired employee was first employed.

28.07 Employees who are age 55 – 56 and retire shall be entitled to maintain coverage at their own cost, in Extended Health Care and Dental Plans up to the age of 65. Such participation is subject to approval by the carrier.

The Hospital will provide to all full-time employees who reach age of fifty-seven (57) and who retire (including disability retirements) and who have not yet reached age of sixty-five (65) and who are in receipt of the Hospital's pension plan benefits, semi-private, extended health care and dental benefits on the same basis as is provided to active employees as long as the retiree pays the Employer their share of the monthly premiums in advance. The Hospital will contribute fifty percent (50%) of the billed premiums of these benefits plans.

28.08 Semi-Private Hospital Insurance and Extended Health Care benefits including dental will be extended to active full-time employees from the age of sixty-five (65), and up to the employee's seventieth (70th) birthday, on the same cost share basis as those employees under the age of sixty-five (65).

ARTICLE 29 – EARNED BENEFITS

29.01 Percentage in Lieu of Benefits

The following article applies to Part-Time Employees only.

A part-time employee shall receive in lieu of all earned benefits (being those benefits to an employee, paid in whole or in part by the Hospital, as part of direct compensation or otherwise, including holiday pay, save and except salary, vacation pay, standby pay, call-in pay, shift premium, weekend premium, responsibility pay, jury and witness duty, bereavement leave and Supplemental Unemployment Benefits) an amount equal to thirteen (13%)

of their regular straight time hourly rate for all straight time hours paid.

Part-time employees who are members of the Hospital's pension plan or are in receipt of a Health Care of Ontario Pension shall receive nine (9%) in lieu of fringe benefits.

29.02 Disability & Sickness

The Hospital will assume total responsibility for providing and funding a short-term sick leave plan at least equivalent to that described in the 1980 Hospitals of Ontario Disability Income Plan brochure:

The Hospital will pay seventy-five percent (75%) of the billed premium towards coverage of eligible employees under the long-term disability portion of the Plan (HOODIP or an equivalent plan). The employee will pay the balance of the billed premium through payroll deduction.

If the Employer requires the employee to obtain a medical certificate, the Employer shall pay the full cost of obtaining the certificate.

29.03 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 compensation from the Workplace Safety And Insurance Board for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit they would receive from the Workplace Safety And Insurance Board if their claim was approved, or the benefit to which they 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 Workplace Safety And Insurance Board. If the claim for compensation from the Workplace Safety And Insurance Board 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.

29.04 Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.

29.05 The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two (2) days of the fourth and subsequent period of absence in any calendar year.

ARTICLE 30 - PAID HOLIDAYS

30.01 A full time employee who qualifies under Article 30.02 hereunder shall receive twelve (12) paid holidays as follows:

New Year's Day	Civic Holiday
Family Day (3rd Monday in February)	Labour Day
Good Friday	Thanksgiving Day
2 nd Monday in June	Remembrance Day
Victoria Day	Christmas Day
Canada Day (July 1 st)	Boxing Day

In the event that the Provincial Government declares an additional holiday during the term of this Agreement, such holiday will be substituted for one of the above-mentioned holidays. The designation of the additional holiday for an existing holiday shall be subject to negotiation and such designation shall not add to the present number of holidays.

It is understood that in cases where a date other than July 1st is observed as the Canada Day holiday under the federal *Holidays Act* the parties have agreed to maintain July 1st as the statutory holiday, and it is on this date that the premium rate would apply.

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

- (a) Legitimate illness or accident which commenced within a month of the date of the holiday;
- (b) Vacation granted by the Hospital;
- (c) The employee's regular scheduled day off;
- (d) A paid leave of absence provided the employee is not otherwise compensated for the holiday.

A full time employee entitled to holiday pay hereunder shall not receive sick leave pay to which they may otherwise have been entitled unless they were scheduled to work that day. A full time employee receiving Workplace Safety And Insurance Board Benefits for the day of the holiday shall, subject to the above provisions, be entitled to the difference between the amount of the Workplace Safety And Insurance Board Benefits and the holiday pay.

- 30.03 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 daily tour as set out in Article 24.01.
- 30.04 Subject to Article 30.02:
- (a) Where a holiday falls during a full time employee's scheduled vacation period, their vacation shall be extended by one (1) day, unless the employee and the Hospital agree to schedule a different day off with pay.
 - (b) Where a holiday falls on a full time employee's scheduled day off an additional day off with pay will be scheduled.
- 30.05 An employee required to work on any of the foregoing holidays shall be paid at the rate of time and one-half (1½) their regular straight time hourly rate of pay for all hours worked on such holiday subject to Article 24.04. In addition, full time employees will receive a lieu day off with pay in the amount of their regular straight time hourly rate of pay times the number of a normal daily tour as set out in Article 24.01.
- 30.06 Where an employee is entitled to a lieu day under Article 30.01 or 30.02 above, such day off must be taken within forty-five (45) days of the date on which the holiday was observed at a mutually agreeable time. Failing mutual agreement, within two (2) weeks after the date on which the holiday was observed, the lieu day may be scheduled by the immediate supervisor.
- 30.07 Part time employees receive percentage in lieu including holiday pay however if a part-time employee works on any of the following holidays they shall be paid at the rate of time and one-half (1½) their regular straight time hourly rate (as set out in the wage schedule) for all hours worked on such holiday, subject to the application of Article 24.04 regarding hours worked in addition to their full tour.
- 30.08 A tour that begins or ends during the twenty-four (24) hour period of the above holidays where the majority of hours worked falls within the holiday shall be deemed to be work performed on the holiday for the full period of the tour.

ARTICLE 31 – VACATIONS

- 31.01 For the purpose of vacation entitlement service for those employees whose status is changed from part-time to full-time or vice-versa, shall mean the combined service as part-time and full-time employee employed by the Hospital and accumulated on a continuous basis. For the purpose of this

Article, 1500 hours of part-time service shall equal one (1) year of full-time service and vice-versa.

31.02 An employee who leaves the employ of the Hospital for any reason shall be entitled to receive any unpaid vacation pay which is accrued to their date of separation, it being understood and agreed that, unless there are circumstances over which the employee has no control, the employee will provide at least two weeks' notice of termination.

31.03 It is understood that the Hospital will give consideration to the employee's preference as to the timing of their vacation, but of necessity, the Hospital must reserve the right to the final decision for the scheduling of vacation.

The vacation request list shall be posted for the period between December 15th to June 15th by October 1st and confirmed November 1st and for the period between June 15th and December 15th by March 1st and confirmed by April 1st.

All vacation periods will be arranged with the immediate supervisor, or their designate, with consideration given to the employee's preference on a seniority basis and to the needs of the unit.

It is understood that the Hospital will give consideration to the employee's preference as to the timing of their vacation, but of necessity, the Hospital must reserve the right to the final decision for the scheduling of vacation.

The Hospital will not entertain any changes to the vacation list once it has been removed and until the finalized list is posted on April 1st. All vacation periods will be arranged with the immediate supervisor, or their designate, with consideration given to the employee's preference on a seniority basis and to the needs of the area.

31.04 The vacation year shall run from April 1st to March 31st. The date for determining vacation entitlement shall be the employee's anniversary date.

31.05 Subject to the requirements of Article 31.03, an employee wishing to change their scheduled vacation may be permitted to do so. However, it is agreed that such employee will not be permitted to displace another employee who had previously scheduled their vacation in accordance with Article 31.03. Where an employee notifies the supervisor of their request to change their scheduled vacation, the employee shall be advised of the status of such request within two (2) weeks of notifying the supervisor.

31.06 Vacations may not be accumulated from one year to the next and must be completed by March 31st; however, the employee may request consideration from the Administrator who may permit the employee to carry

over up to one (1) week of vacation or such longer agreed upon entitlement into the next vacation year. Such permission shall not be unreasonably withheld.

The following articles (31.07 and 31.08) applies to Full-Time Employees only.

- 31.07
- (a) Employees who have less than one (1) year of continuous service shall be entitled to a vacation with pay at their regular rate of 1.25 days (3 weeks) for each month of service.
 - (b) Employees who have completed five (5) years or more years of continuous service but less than twelve (12) years shall accrue 1.67 days (4 weeks) vacation with pay at their regular rate for each month of service.
 - (c) Employees who have completed twelve (12) or more years of continuous service but less than twenty (20) years shall accrue 2.08 days (5 weeks) vacation with pay at their regular rate for each month of service.
 - (d) Employees who have completed twenty (20) or more years of continuous service but less than twenty-eight (28) years shall accrue 2.5 days (6 weeks) vacation with pay at their regular rate for each month of service.
 - (e) Employees who have completed twenty-eight (28) or more years of continuous service shall accrue 2.92 days (7 weeks) vacation with pay at their regular rate for each month of service.

31.08 Illness During Vacation

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

A serious illness is defined to be an illness that requires the employee to receive on-going medical care and/or treatments resulting in either hospitalization or that which would confine the employee to bed rest for more than three (3) days.

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.

The following article (31.09) applies to Part-Time Employees only.

31.09 Part-time employees shall be entitled to the same vacation time off annually as is allowed full-time employees. Vacation pay for part-time employees shall be as follows:

3-week vacation entitlement – 6% of earnings
 4-week vacation entitlement - 8% of earnings
 5-week vacation entitlement - 10% of earnings
 6-week vacation entitlement - 12% of earnings
 7-week vacation entitlement - 14% of earnings

ARTICLE 32 – MISCELLANEOUS

32.01 Copies of Collective Agreement

A copy of this Agreement, in a mutually agreeable form, will be made available by the Hospital to each employee. The cost of printing the Collective Agreement will be shared equally by the Hospital and the Union.

32.02 Meeting Rooms

The Union may hold meetings on Hospital premises providing permission has been first obtained from the Hospital.

32.03 Change of Address

It shall be the sole responsibility of an employee to keep the Hospital and the Union advised, in writing of change of address, change of marital status, change of name, change of dependent status and change of telephone number.

32.04 Correspondence

All correspondence arising out of or incidental to this Collective Agreement shall pass between the Chief Executive Officer of the Hospital or designate and the Local President with a copy to the Staff Representative at the Union's regional office, unless as otherwise herein specified.

32.05 Time Changes

Employees working the period during which time changes from Eastern Standard Time to Daylight Savings Time and vice versa shall be paid for actual hours worked. No employee will qualify for overtime premium as a

result of the change in time from Eastern Standard Time to Daylight Savings Time and vice versa.

32.06 Individual Contracts

No employee covered by this Agreement shall enter into any individual contract or agreement with the Employer concerning wages or working conditions that will in any way conflict with the terms of this Agreement.

32.07 Bulletin Boards

The Hospital shall provide bulletin board space for the purpose of posting Union notices. All such notices must be jointly approved by the Local President or their designate and the Chief Executive Officer of the Hospital or their designate prior to posting.

32.08 Technological Change

Where new technology or computer upgrades are introduced into the workplace and employees are required to utilize these new technologies or upgraded computer programs in the course of their duties, the Hospital agrees that all necessary training will be provided at no cost to the employee involved.

32.09 Certificates of Registration

Employees who are required to maintain certificates of registration under their respective Health Professions Act shall present proof of registration to their Manager within thirty (30) days of the date required by their respective college.

32.10 Employment Insurance Rebate

The short-term sick leave plan shall be registered with the Employment Insurance Commission (EIC). The employees' share of the employer's Employment Insurance premium reduction will be retained by the Hospital towards offsetting the cost of the benefit improvements contained in this Agreement.

ARTICLE 33 – RETROACTIVITY

33.01 All changes to this agreement, other than salary, will come into effect upon the date of the award unless otherwise specified. Retroactive pay will be paid on an employee's next regular direct deposit date but no later than sixty (60) days of the date of the settlement or award.

Retroactivity shall be paid on wage increases, including any payments based on the wage rate (for example, the percentage in lieu of benefits, vacation pay and SUB)

The hospital shall contact former employees at their last known address on record with the hospital, within four full pay periods from the date of the ratification of the settlement or date of interest arbitration award, to advise them of their entitlement to retroactivity.

Former employees shall have four full pay periods from the date of notice to claim such retroactivity and, if they fail to make a claim within the four full pay periods, their claim will be deemed to be abandoned.

ARTICLE 34 – WAGES

34.01 For Wages see Schedule "A" attached

There shall be a General Wage Increase across the board of one percent (1%) in each of the two years of the agreement on April 1, 2021 and April 1, 2022.

Wage Reopener

Should any challenge to the constitutionality of the wage restraint legislation in which OPSEU is a plaintiff be successful, or if there are any changes in the legislation that would remove the limitations applied by the Bill, the parties agree to reopen the agreement with respect to compensation.

ARTICLE 35 – DURATION

35.01 This Agreement shall continue in effect until March 31, 2023 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement.

35.02 Notice that amendments are required or that either party desires to terminate this Agreement may only be given within a period of ninety (90) days prior to the expiration date of this Agreement or to any anniversary of such expiration date.

35.03 If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiation within thirty (30) days after the giving of notice, if requested to do so.

Signed and dated at Almonte, Ontario, this _____ day of _____, 2022.

For the Hospital

For the Union

SCHEDULE 'A'

RE: Wage Grid

ULTRASOUND

01-Apr-20	1.00%	\$ 36.86	\$ 38.32	\$ 39.81	\$ 41.25	\$ 42.53	\$ 44.18	\$ 47.05
01-Apr-21	1.00%	\$ 37.22	\$ 38.70	\$ 40.21	\$ 41.66	\$ 42.96	\$ 44.62	\$ 47.52
01-Apr-22	1.00%	\$ 37.60	\$ 39.09	\$ 40.61	\$ 42.08	\$ 43.39	\$ 45.06	\$ 48.00

MRT

01-Apr-20	1.00%	\$ 32.13	\$ 33.38	\$ 34.77	\$ 36.18	\$ 37.55	\$ 38.94	\$ 40.31	\$ 41.67	\$ 43.08
01-Apr-21	1.00%	\$ 32.45	\$ 33.71	\$ 35.12	\$ 36.54	\$ 37.92	\$ 39.33	\$ 40.71	\$ 42.09	\$ 43.51
01-Apr-22	1.00%	\$ 32.78	\$ 34.05	\$ 35.47	\$ 36.91	\$ 38.30	\$ 39.72	\$ 41.12	\$ 42.51	\$ 43.95

LETTER OF UNDERSTANDING #1**Between****ALMONTE GENERAL HOSPITAL****And**

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND ITS LOCAL 491**

RE: Assignment of Full-Time Equivalencies (FTE)

WHEREAS the subject of full-time equivalencies has been raised at the bargaining table and discussed at length during this first round of contract negotiations.

WHEREAS the union is proposing as part of a settlement package that current staff be grand-parented based on their wishes, current positions held or historical hours worked.

AND WHEREAS the parties wish to come to an agreement on this matter.

NOW THEREFORE, AGH and OPSEU agree as follows:

1. All current part-time staff shall be grand-parented and provided with a full-time equivalency (fte).
2. Candice Munro shall be awarded a .6 fte.
3. Jessica Munro shall be awarded a .8 fte.
4. Jessica Knox shall be awarded .375 fte.
5. Carolle Anderson shall be awarded .1 fte.
6. Melody Crawford shall be awarded .4 fte.
7. Going forward all part-time employees shall be available for the required minimum availability as per Article 24.12(f) of the collective agreement.

Signed and dated at Almonte, Ontario, this _____ day of _____, 2022.

For the Hospital

For the Union
