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EFF.	93	04	01
TERM.	96	03	31
No. OF EMPLOYEES	425		
NOMBRE D'EMPLOYÉS	575		

Collective Agreement

between

**Ontario Public Service Employees Union
and its Local 571**

AND

**The Toronto Hospital
Full-time and Part-time**

Duration: April 1, 1993 to March 31, 1996

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COLLECTIVE AGREEMENT

BETWEEN

THE TORONTO HOSPITAL

(hereinafter referred to as the "Hospital")

AND

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND ITS LOCAL 571**

(hereinafter referred to as the "Union")

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 ongoing means of communication between the Union and the Hospital and the prompt disposition of grievances and the final settlement of disputes and to establish and maintain mutually satisfactory salaries, hours of work and other conditions of employment in accordance with the provisions of this Agreement.

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

ARTICLE 2 - SCOPE AND RECOGNITION

- 2.01 The Hospital recognizes the Union as the exclusive bargaining agent for all Medical Laboratory Technologists, Technicians and their assistants employed by The Toronto Hospital, Toronto Western Division, at its Bathurst Street Complex, in its Medical Laboratories under the Council of Heads of Laboratory Departments in Metropolitan Toronto, save and except Technologists-in-charge (coagulation), (haematology) and persons above the rank of Technologists-in-charge, students-in-training, students employed during the school vacation periods, office and clerical staff, practising members of the medical and nursing professions, and persons covered by subsisting Collective Agreements.

- 2.02 The Hospital recognizes the Union as the exclusive bargaining agent for all Medical Laboratory Technologists, Technicians and their assistants employed by The Toronto Hospital, Toronto General Division, at its University Avenue Complex, in its Medical Laboratories under the Council of Heads of Laboratory Departments in Metropolitan Toronto, save and except Technologists-in-charge (coagulation) and persons above the rank of Technologists-in-charge, students-in-training, students employed during the school vacation periods, office and clerical staff, practising members of the medical and nursing professions, and persons covered by subsisting Collective Agreements.

NOTE: Full-Time and Part-Time bargaining units at the General Division were previously covered under separate certificates.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union recognizes that the ~~management~~ of the Hospital and the direction of the working force are fixed exclusively in the Hospital and shall remain solely with the Hospital except as specifically limited by an express provision of this Agreement. Without restricting the generality of the foregoing, it is the exclusive function of the Hospital to:
- (a) ~~maintain~~ order, discipline and efficiency,
 - (b) hire, assign, retire, discharge, **direct**, promote, demote, classify, ~~transfer~~, lay off, ~~recall~~ and suspend or otherwise discipline employees, provided that a claim by an employee who has acquired seniority standing that he or she has been discharged or disciplined without reasonable cause may become the subject of a grievance and may be dealt with as hereinafter provided;
 - (c) determine, in the interest of efficient ~~operation~~ and highest standard of service, the number of personnel required, the standard of performance of all employees, the assignment of working hours, the services to be performed and the ~~methods~~, procedures, facilities and equipment to be used in connection therewith;
 - (d) make and enforce and alter from time to time reasonable rules and regulations to be observed by the employees, provided that such rules and regulations shall not be inconsistent with the provisions of this Agreement.

ARTICLE 4 - DEFINITIONS

ARTICLE 5 - NO DISCRIMINATION

- 5.01 The Hospital and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practiced by any of their representatives with respect to any employee because of his membership or nonmembership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising his rights under the Collective Agreement.
- 5.02 It is agreed that there will be no discrimination by either party or by any of the employees covered by this Agreement on the basis of race, creed, colour, national origin, sex, marital status, age, religious affiliation or any other factor which is not pertinent to the employment relationship.
- 5.03 Every employee who is covered by this Agreement has a right to freedom from harassment in the workplace in accordance with the Ontario Human Rights Code.

ARTICLE 6 - NO STRIKE/NO LOCKOUT

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

ARTICLE 7 - UNION SECURITY

7.01 The **Hospital** will deduct from **each** employee **in** the bargaining **unit** an **amount equal to** the **regular monthly** union dues designated **by** the Union. The amount of the **regular monthly** dues shall be **as** certified to the Hospital by the Treasurer of the **Union** **from** time to time. The **amounts** so deducted shall be remitted by the Hospital to the Union's **Director** of **Finance** **no** later than the **15th** of the month following the month in which such deductions were **made**. **In** consideration of the deducting **and** forwarding of union dues by the Hospital, the **Union** **agrees** to indemnify and save harmless the Hospital against **any** **claims** or liabilities arising or **resulting** **from** the operation of this Article.

ARTICLE 8 - REPRESENTATION AND COMMITTEES

8.01 Union Stewards

The Hospital **agrees** to recognize **Union** Stewards to be elected or appointed **from amongst** employees in the bargaining unit for the purpose of handling grievances **as** provided under **this** Collective Agreement.

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

The number of stewards and areas which they represent, are to be determined locally.
The number of stewards and areas which they represent are as follows:

DOCTOR'S HOSPITAL		1
BIOCHEMISTRY		
Biochemistry	TGD	2
Biochemistry	TWD	2
Immunoassay	TGD	1

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BLOOD TRANSFUSION

Blood Transfusion	TGD	1
Blood Transfusion	TWD	1
ECG Venipuncture Service	TGD	1
ECG Venipuncture Service	TWD	1
central Lab	TWD	1

HAEMATOLOGY

Haematology	TGD	2
Haematology	TWD	1

MICROBIOLOGY

Microbiology	TGD	2
Virology	TGD	1
Parasitology	TGD	1

PATHOLOGY

Cancer Cytogenetics & Electron Microscopy	TGD	1
cytogenetics	TGD	1
Cytopathology	TGD	1
Histopathology	TGD	2
Neuropathology & immunopathology	TWD	1

HISTOCOMPATIBILITY

	TWD	1
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IMMUNOLOGY

	TWD	1
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The Union shall keep the Hospital notified in writing of all Union Representatives as well as the effective date of their respective appointments.

8.02 Grievance Committee

The Hospital will recognize a grievance committee within each Division comprised of two (2) members to be elected or appointed from the bargaining unit. One member shall be chairperson. The purpose of the committee is to deal with grievances as set out in this Collective Agreement.

The number of employees on the grievance committee shall be determined locally.

8.03 Labour-Management Committee

- (a) The parties mutually agree that there are matters that would be beneficial if discussed at a Labour-Management Committee meeting during the term of this Agreement. The Committee shall be comprised of an equal number of representatives of each party as mutually agreed and shall meet at a time and place mutually satisfactory. The Committee shall meet once every two (2) months, unless agreed otherwise. A request for a meeting hereunder will be made in writing

at least fourteen (14) days prior to the date proposed and accompanied by an agenda of matters proposed to be discussed. Where a Hospital has two (2) or more Agreements with OPSEU, then a joint committee shall represent all units unless otherwise agreed.

- (b) The following provision applies to any reorganization or restructuring which occurs on or after July 21, 1994.

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

- identifying and proposing possible alternatives to any action that the Hospital may propose taking;
- identifying and seeking ways to address on-the-job retraining needs of employees;
- identifying vacant positions within the Hospital for which surplus members of the bargaining unit might qualify, or such positions which are currently filled but which are expected to become vacant within a twelve (12) month period.

To allow the Labour Management Committee to carry out its mandated role under this Article (8.03 (b)), the Hospital will provide the Committee with pertinent financial and staffing information and with a copy of any reorganization plans which impact on the bargaining unit.

8.04 (a) Negotiating Committee

The Hospital agrees to recognize a negotiating committee comprised of five (5) members to be elected or appointed from the bargaining unit. Where the Hospital participates in central bargaining, the purpose of the negotiating committee shall be to negotiate local issues as defined in this Collective Agreement. Where the Hospital does not participate in central bargaining, the purpose of the negotiating committee shall be to negotiate a renewal of this Collective Agreement. The Hospital agrees that the members of the negotiating committee shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending negotiating meetings with the Hospital up to, and including, conciliation. The number of members on the negotiating committee shall be determined locally.

(b) Pay for Central Negotiating Committee

Union Negotiating Committee members up to a maximum of seven (7) shall be paid for time lost from their normal straight time working hours at their regular rate of pay and without loss of leave credits for attending central negotiating meetings with the Hospital Central Negotiating Committee in direct negotiations up to and including conciliation. If the parties are unable to arrive at a negotiated collective agreement through either direct negotiations or conciliation, the Hospital agrees that members of the Union Negotiating Committee shall receive unpaid leave for purpose of attending arbitration hearings.

- 8.05 The **Union** agrees to provide and maintain an up-to-date list of all **Union** Representatives (including **Union Stewards**, **Union Executive**, **Grievance Committee**, **Labour/Management Committee** and **Negotiating Committee**) to the Director of Human Resources or designate.
- 8.06 All new employees **will** have the opportunity to meet **with** a representative of the **Union** in the employ of the Hospital for a period of up to **15 minutes** **during** the employee's probationary period, without loss of regular **earnings**. The purpose of **such meeting** will be to **acquaint** the **employee(s)** with **such** representative of the **Union** and the collective agreement. These interviews will be scheduled **in** advance and **may** be **arranged** **collectively** or **individually** by the Hospital.

ARTICLE 9 - ACCIDENT PREVENTION - HEALTH & SAFETY COMMITTEE

- 9.01 The **Hospital** and the **Union** **agree** that they mutually desire to **maintain** **standards** of **safety** and health in the Hospital in order to prevent accidents, **injury** and **illness**.
- 9.02 Recognizing 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 at **each** Division.
- 9.03 **Such** **Committee** shall identify potential dangers and hazards, institute **means** of improving **health** and **safety** programs and recommend actions to be taken to **improve** conditions **related to** **safety** and **health**.
- 9.04 The Hospital **agrees** to **co-operate** reasonably in providing necessary **information** to enable the **committee** to fulfill **its** **functions**.
- 9.05 **Meetings** shall be held every **second** month or more frequently at the call of the chair, if required. **The** **Committee** shall **maintain** minutes of all meetings and make the same available for review.
- 9.06 Any representative appointed or selected in accordance with 9.02 hereof, shall serve for a **term** of **at** least **one (1)** **calendar year** from the date of appointment. **Time off** for **such** representative (s) to attend **meetings** of the Accident Prevention Health and **Safety** **Committee** in accordance with the foregoing, shall be granted and any **representative** (s) attending **such** meetings during **their** regularly **scheduled** hours of work, shall not lose regular **earnings** as a result of **such** attendance.
- 9.07 The **Union** agrees to endeavour to **obtain** the full cooperation of its membership in the observation of all safety **rules** and **practices**.

ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCEDURE

- 10.01 Employees shall have the right, upon request, to the presence of a Union Steward at any stage of the grievance procedure, including the **complaint** stage, or at any time when formal discipline is imposed.

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- 10.02 For purposes of this Agreement, a grievance is defined as a difference arising between a member of the bargaining unit and the Hospital relating to the interpretation, application, administration or alleged violation of the Agreement.
- 10.03 It is the mutual desire of the parties hereto that complaints shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given his immediate supervisor the opportunity of adjusting his complaint. Such complaint shall be discussed with his immediate supervisor within seven (7) calendar days from the event giving rise to the grievance, or from when the employee should have reasonably become aware of the event giving rise to the grievance and, failing settlement within seven (7) calendar days, it shall then be taken up as a grievance within the seven (7) calendar days following his immediate supervisor's decision in the following manner and sequence:

STEP No. 1

The employee must submit the grievance in writing signed by him to his immediate supervisor and may be accompanied, if he so desires, by his Union steward. The grievance shall identify the nature of the grievance, the remedy sought, and should specify the provisions of the Agreement which are alleged to have been violated. The immediate supervisor will deliver his decision in writing within seven (7) calendar days following the day on which the grievance was presented to him.

Failing settlement, then:

STEP No. 2

Within seven (7) calendar days following the decision under Step No. 1, the employee who, if he so desires, may be accompanied by his Union steward, may submit the written grievance to his Department Head who will deliver his decision in writing within seven (7) calendar days from the date on which the written grievance was presented. This step may be omitted where the employee's immediate supervisor and Department Head are the same person.

Failing settlement, then:

STEP No. 3

Within seven (7) calendar days following the decision in the immediately preceding step, the grievance may be submitted in writing to the Chief Executive Officer of the Hospital or his designate. A meeting will then be held between the Chief Executive Officer or his designate and the Grievance Committee within seven (7) calendar days of the submission of the grievance at Step No. 3 unless extended by agreement of the parties. It is further understood that either party may have such assistance as they may desire at such meeting. The decision of the Hospital shall be delivered in writing within fourteen (14) calendar days following the date of such meeting.

10.04 **Policy Grievance**

A grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 3 within fourteen (14) calendar days following the circumstances giving rise to the grievance. It is expressly understood, however, that the provisions of this article may not be used with respect to a grievance directly affecting an employee which he could have instituted himself and the regular

grievance procedure shall not be thereby **bypassed**. Where the grievance is a **Hospital grievance**, it shall be filed with the **Local Union** President or designate.

10.05 Group Grievance

Where a number of **employees** have **identical** grievances and **each** one would be entitled to **grieve** separately, **they** may present a group grievance in writing, signed by **each** employee who is **grieving**, to the **Department Head** or his designate within **fourteen (14) calendar days** after the **circumstances** giving rise to the **grievance** have occurred. **The** grievance shall then be **treated as being initiated at Step No. 2** and the applicable provisions of this **article** shall then apply with respect to the handling of **such** grievance.

10.06 Discharge Grievance

pursuant to **Section 43.1** subsection (2) of the **Labour Relations Act**, the parties **confirm** that the **release** of a probationary employee shall not be the subject of a grievance or **arbitration**. A claim by an employee who has completed his probationary period **that he has been unjustly** discharged shall be **treated as a** grievance if a written statement of **such** grievance is **lodged** by **the** employee with the **Hospital** at **Step No. 3** within seven (7) calendar days after the date the discharge is effected. **Such** special grievance may be **sealed** 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** that it will not discharge, without just cause, an employee who has completed his probationary period.

10.07 The **Hospital** **agrees** that it **will** not discipline an employee without just cause.

10.08 **Failing** settlement under the foregoing procedure, any grievance, including a question as to **whether the grievance** is arbitrable, may be **submitted** to arbitration as hereinafter provided. If **no written** request for **arbitration** is received within **fourteen (14) calendar days** after the decision under **Step No. 3** is given, the **grievance** shall be deemed to have been **abandoned**.

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

10.10 When either party requests that **any** matter be **submitted** to arbitration as provided in this article, it shall make such request in **writing** addressed to the other party **to this Agreement**, and at the same time appoint a **nominee**.

Within seven (7) **calendar days** thereafter, the other party shall appoint its nominee, provided however, that if such party **fails** to **appoint** its **nominee** as herein required, the Minister of Labour for the Province of **Ontario** shall have power to make such appointment upon application thereto by the party invoking the arbitration procedure. The two **nominees** shall attempt to agree upon

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

- 10.11 No person may be appointed **as an** arbitrator who has been involved in **an** attempt to **negotiate** or settle the grievance.
- 10.12 No matter may be **submitted** to arbitration which **has** not been properly **carried through all** ~~requisite~~ steps of the Grievance Procedure.
- 10.13 The Arbitration Board **shall** not be authorized **to** make any decision **inconsistent with the** provisions of this Agreement, nor to alter, modify, add to or amend **any** part of this Agreement.
- 10.14 The proceedings of the Arbitration Board will be expedited by the **parties** 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.
- 10.15 ~~Each~~ of the parties hereto will bear the expense of the **nominee** appointed by it and the ~~parties~~ will share **equally** the fees **and** expenses, if any, of the chairman of the Arbitration Board.
- 10.16 The time limits set out in **this** article are mandatory and failure to **comply strictly** with such time **limits**, except by the written agreement of the parties, **shall result in** the grievance being **deemed** to have been abandoned.
- 10.17 **Wherever** arbitration board is referred to in the Agreement, the parties **may** mutually agree in writing to substitute a single **arbitrator** for the arbitration board at the ~~time~~ of reference to **arbitration** and the other provisions referring to arbitration board **shall** appropriately apply.

ARTICLE 11 - LETTERS OF REPRIMAND AND ACCESS TO FILES

- 11.01 Any ~~letter~~ of reprimand or suspension will be removed from the record of an employee eighteen **(18) months following** the receipt by the employee of such letter or suspension provided that the employee's record **has been** discipline-free for **such** eighteen (18) month period.
- 11.02 ~~Each~~ employee shall have reasonable access to his file for the purposes of reviewing **any** evaluations or formal **disciplinary notations** contained ~~therein~~ in the presence of **the Employer**. A copy of the evaluation will be provided to the employee at his request.

ARTICLE 12 - SENIORITY

- 12.01 Newly **hired** employees shall **be** considered to be on probation for a period of **sixty (60)** tours worked ~~from~~ date of last hire **(450 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 President of the **Local Union** or his designate, such probationary period may be extended.

It is understood and agreed that any extension to the probationary period will not exceed **an** additional 60 tours **(450 hours)** worked or such lesser period **as** may be agreed by the parties. The ~~release~~ of a probationary employee shall not be the subject of a grievance or arbitration.

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

12.03 (a) Part-time employees shall have their seniority expressed on the basis of number of hours worked.

(b) Notwithstanding Article 12.03 (a) seniority shall accrue during a pregnancy leave or parental leave. For the purposes of pregnancy leave and parental leave, seniority accrual shall be determined by multiplying the normal weekly hours times the number of weeks the employee is absent due to a pregnancy leave up to a maximum of 17 weeks and/or the number of weeks the employee is absent due to a parental leave up to a maximum of 18 weeks, whichever is applicable.

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

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

12.05 (a) Effect of Absence: Applicable to Full-Time Employees Only

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

During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increments, vacation, sick leave, or any other benefit under any provision of the Collective Agreement or elsewhere, shall be suspended; the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly.

In addition, the employee will become responsible for full payment of subsidized employee benefits in which he is participating for the period of the absence. The employee may arrange with the Hospital to prepay the full premium of any applicable subsidized benefits in which he is participating during the period of leave in excess of thirty (30) continuous days to ensure continuing coverage.

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

(ii) Notwithstanding Article 12.05 (a) (i), service and seniority will accrue for a maximum period of seventeen (17) weeks if an employee's absence is due to a pregnancy leave, and for a maximum period of eighteen (18) weeks if an employee's absence is due to a parental leave. In addition, the Hospital will

continue to pay its share of the premiums of the subsidized employee benefits ~~in which~~ the employee is participating for up to seventeen (17) weeks from the commencement of the leave ~~while the employee is on~~ pregnancy leave, ~~and~~ for up to eighteen (18) weeks from the commencement of the leave ~~while~~ the employee is on parental leave, unless the employee does not intend to pay her contributions.

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

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

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

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

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

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

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

- (a) leaves of his own accord;
- (b) is discharged and the discharge is not reversed through the grievance or arbitration procedure;
- (c) has been laid off without recall pursuant to Article 13.06 for twenty-four (24) months;
- (d) is absent from scheduled work for a period of three (3) or more consecutive working days, without notifying the Hospital of such absence and providing a reason satisfactory to the Hospital;
- (e) fails to return to work (subject to the provisions of (d)) upon termination of an authorized leave of absence without satisfactory reason or utilizes a leave of absence, without permission, for purposes other than that for which the leave was granted;
- (f) fails, upon being notified of a recall, to signify his intention to return within five (5) calendar days after he has received the notice of recall mailed by registered mail to the last known address according to the records of the Hospital and fails to report to work within ten (10) calendar days after he has received the notice of recall or such further period of time as may be agreed upon by the parties:

- (g) is absent due to illness or disability for a period of thirty (30) months, **unless** he has **less than six (6) months'** service **at the time the illness or disability commenced and is not eligible** for long-term disability benefits. If the ~~employee~~ **has less than six (6) months' service at the time the illness or disability commenced and is not eligible** for long-term disability benefits, **this provision will apply after an absence equal** to his length of service at the time the absence commenced.
- (h) A seniority list will be **maintained** for **each** department. A separate list will be **printed** for both full-time and part-time employees. The Hospital **shall** post **such** list and provide the **Union** with a copy **indicating** bargaining unit seniority, twice per year, **February and August**.
- (i) The Hospital **will** provide the **Union** with a list of employees engaged **as** temporary **employees**, indicating **their** department, classification and hours **worked**, twice per year, **February and August**.

ARTICLE 13 - LAYOFF AND RECALL

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

13.01 In the event of a proposed layoff at the Hospital of a permanent or long-term nature (**in excess of 13 weeks**) nature, the Hospital will:

- (a) provide the **Union with no less than thirty (30) calendar days'** notice of long-term layoffs and **no less than five (5) months'** notice of permanent layoff;
- (b) **meet** with the **Union through** the Labour Management **Committee** to review the following:
 - (i) the **reason** causing the layoff
 - (ii) **the** service the Hospital will undertake after the layoff
 - (iii) the method of **implementation** including the areas of cut-back and employees to be laid off
 - (iv) ways the Hospital **can assist** employees **to find** alternate employment.

This provision applies to notice of layoff given **on** or after July 21, 1994. Where notice of layoff is given prior to July 21, 1994, the previous notice requirements apply.

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

13.03 In the event of layoff, the Hospital shall lay off employees in the reverse order of their seniority **within** their classification, providing that those employees who remain on the job have the **qualifications** and ability to perform the work. Employees shall be entitled to 3 months' notice of permanent layoff. In the event of a long-term layoff, the employee shall be entitled to notice in accordance **with the provisions of the *Employment Standards Act***. **It is agreed** and understood **that** Regulation 327, Section 7, of the *Employment Standard Act* applies. It is further agreed that notice to both the **Union** and the employees may **run** concurrently.

This provision applies to notice of layoff given on or after July 21, 1994. Where notice of layoff is given prior to July 21, 1994, the previous notice requirements apply.

13.04 An employee who is subject to layoff shall have the right to either:

- (a) accept the layoff and be placed on a recall list for twenty-four (24) months; or
- (b) displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in the department, if the employee originally subject to layoff can perform the duties of the lower or identical classification without training other than orientation.

If the employee cannot displace an employee in her department, the employee may displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in another department, if the employee subject to layoff can perform the duties of the lower or identical classification without training other than orientation.

For purposes of layoff under this Article, the clinical laboratory department would include the subdisciplines of laboratory medicine.

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

13.06 An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided he has the qualifications and ability to perform the work, before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been completed. An employee who is recalled shall be credited with the seniority he had at the time of the layoff.

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

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

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

13.09 Where there is an available opening which has not been filled in accordance with Article 13.06, an employee who has either accepted a layoff or is under notice of layoff and is unable to displace any other employee will be given an opportunity for on-the-job retraining of up to 6 months. subject to the staffing requirements of the hospital, if, with the benefit of such retraining,

the employee could reasonably be expected to obtain the qualifications and ability to perform the work. Such opportunities will be provided in order of seniority. During the period of on-the-job retraining the recall period will continue to apply from the original date of layoff. If, following the period of on-the-job retraining the employee has not obtained the qualifications and ability to perform the work, the employee will be returned to the recall list or will be terminated in accordance with Article 12.09 (c).

- 13.10 In the event that an employee who has been laid off and is placed on a recall list is assigned, by the Hospital, ad hoc shifts or to a temporary vacancy, she will retain, but not accumulate her seniority and service held at the time of layoff. Employees in such assignments will be treated as part-time. Where an employee is recalled pursuant to Article 13.06, she will receive credit for service and seniority for shifts worked under this provision. Any assignments under this provision will be offered on a voluntary basis.

ARTICLE 14 - TECHNOLOGICAL CHANGE

NOTE: Article 14 applies to Full-Time and Regular Part-Time Employees ONLY. It does not apply to Casual Part-Time Employees.

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

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

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

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

ARTICLE 15 - JOB POSTING, PROMOTION AND TRANSFER

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

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

- (a) illness;
- (b) accident;
- (c) pregnancy and parental leaves of absence

- (d) **leave** of absence not expected to exceed six (6) months;
- (e) vacation;
- (f) specific **tasks** not expected to exceed **six (6) months**;

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

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

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

- 15.02 Notices of vacancies referred to in 15.01 shall include, for informational purposes: department, classification, qualifications.
- 15.03 A copy of the posted notice will be sent to the Local President or his designate, within the aforementioned seven (7) calendar days.
- 15.04 The name of the successful applicant will be posted and a copy sent to the Local President or his designate.
- 15.05 The Hospital agrees to discuss with unsuccessful applicants ways in which they can improve for future postings, if requested.
- 5.06 In filling posted vacancies the selection shall be made based on skill, ability, experience, and relevant qualifications of the applicants. Where these factors are relatively equal, bargaining unit seniority shall be the governing factor.
- 5.07 In matters of promotion and staff transfer, a successful bargaining unit applicant shall be allowed a trial period of up to sixty (60) days (450 hours for employees whose regular hours of work are other than the standard work day) worked during which the Hospital will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned by the Hospital, to the position formerly occupied, without loss of seniority. Should the employee return or be returned to his former job, the filling of subsequent vacancies will be reversed.
- 15.08 An employee who is promoted to a higher rated classification within the bargaining unit will be placed in the range of the higher rated classification so that he shall receive no less an increase in wage rate than the equivalent of one (1) step in the wage rate of his previous classification (provided that he does not exceed the wage rate of the classification to which he has been promoted).

The employee's anniversary date shall be adjusted.

- 15.09 An employee selected as a result of a posted vacancy need not be considered for a vacancy for a period of up to six (6) months from his date of selection.
- 15.10 Where there are no successful applicants from within the bargaining unit for posted positions, employees in other OPSEU Paramedical bargaining units at the Hospital will be considered for such staff transfers or promotions prior to considering persons outside OPSEU Paramedical bargaining units at the Hospital. The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with Article 15.06. Selection shall be made in accordance with Article 15.06. All provisions of Article 15 will apply to employees selected in accordance with this provision.
- 15.11 Where the Hospital determines to post a vacancy or new position which is required to be covered at both sites, the Hospital will discuss it with the Union prior to posting. All employees as of the date of the arbitration award, March 31, 1993, will not be required to work at both sites unless they apply for such a position. It is understood that the Hospital will provide training and orientation for both sites to successful candidates.

ARTICLE 16 - LEAVES OF ABSENCE

NOTE: Article 16 applies to Full-Time and Regular Part-Time Employees Only

- 16.01 Written requests for a personal leave of absence without pay will be considered on an individual basis by the employee's Department Head or his designate. Such requests are to be submitted as far in advance as possible and a written reply will be given. Such leave shall not be unreasonably withheld.
- 16.02 (a) **Local Union Business Leave**
- (i) The Hospital agrees to grant leaves of absence without pay to local bargaining unit members for the purpose of attending Union seminars and/or attending Union business. (The cumulative total leave of absence will be determined locally, but shall not exceed forty (40) days per year per Hospital.) The amount of notice required and the number of employees who may be absent at any one time and from any one area shall be determined locally and will be set out in Article 16.02 (a) (ii).
- (ii) There shall be no more than one (1) person from any department at each time on leave at any time, subject to operational requirements. To be eligible for leave a written request must be submitted at least 14 days prior to the leave.
- (b) **Union Position Leave Full-Time**
- When an employee is elected as the Union's President or First Vice-President (Provincially) the Union will, immediately following such election, advise the Employer of the name of the employee so elected. Leave of absence shall be granted for the employee's place of employment for the duration of the current term of office. The Union shall reimburse the Employer the amounts paid on behalf of the employee including pay and benefits.
- (c) Where an individual of the bargaining units represented centrally by OPSEU is elected or appointed as an Executive Board Member, Executive Officer, member of the

Negotiating Committee, member of Medical Division Executive or as a Membership Development Trainee, such individual shall be granted leave of absence for the time off required to exercise the duties of such appointment. The notice requirements to obtain such time off shall be governed in accordance with the leave of absence policy and procedure of the affected Hospital. Such positions shall be limited to two (2) members from a Hospital with no more than one (1) individual from within a section/division within a Department.

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

16.03 Bereavement Leave

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

"Immediate" family for the purposes of this section shall mean spouse, child, parent, sister, brother, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-law, and grandparent of spouse.

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

16.04 Jury and Witness Duty

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

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

NOTE: Applicable to Full-Time Employees Only

In addition to the foregoing, where an employee is required by subpoena to attend a Court of Law or Coroner's Inquest, in connection with a case arising from the employee's duties at the Hospital, on his regularly scheduled day off or during his

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

NOTE: Applicable to Part-Time Employees Only

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

16.05 (a) **Pregnancy Leave**

NOTE: Applicable to Full-Time Employees and Regular Part-Time Employees

- (i) Pregnancy leave will be granted in accordance with the provisions of the Provincial Employment Standards Act, except where amended in this provision.
- (ii) Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan, and retroactive to date of confirmation by the Unemployment Insurance Commission, an employee who is on pregnancy leave as provided under this agreement and who is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 13 of the Unemployment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five per cent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits during her leave and any other earnings. Such payment shall commence following completion of the two week unemployment insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits, for a maximum period of 15 weeks for a pregnancy leave. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

This provision only applies to employees with at least 10 months of continuous service at the hospital prior to the commencement of the pregnancy leave.

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

- (iii) An employee who has completed at least thirteen (13) weeks of employment prior to the expected date of delivery shall be granted seventeen (17) weeks Pregnancy Leave.

- (iv) An employee may begin her pregnancy leave at anytime within seventeen (17) weeks before the expected date of delivery.
 - (v) The employee must give written **notification at** least (2) weeks prior to the **commencement** of the leave, of her request for leave together with her expected date of **return**. At **such** time, she shall **also** furnish the Hospital with her doctor's **certificate as** to pregnancy **and** expected date of delivery.
 - (vi) An employee may extend her pregnancy leave with a parental leave for a period of up to thirty-five (35) weeks **from** the date of **commencement** of pregnancy leave. Written notice by the employee to extend **pregnancy/parental** leave **will** be given at least two (2) weeks prior to the termination of the initially approved leave.
- Note:** An Employee must begin her parental leave immediately after her pregnancy leave ends.
- (vii) Credit for service for purposes of **salary** increment, vacation, sick leave, or any other benefit under **any** provisions of the collective agreement shall continue to accrue during the entire period of the pregnancy **leave/parental** leave.
 - (viii) Credit for seniority for purposes of promotion, demotion, transfer or layoff shall continue to **accrue** during the entire period of the pregnancy **leave/parental** leave.
 - (ix) An employee who **returns to** work less than **six** (6) weeks after termination of pregnancy shall give the Hospital at least **two** (2) weeks' written notice **and** a **medical** certificate.
 - (x) An employee may change the date of **return** to an earlier or later date if **written notice** is given **at** least four (4) weeks prior to the original date of return.
 - (xi) An employee returning to work shall give the Hospital at least four (4) weeks' written notice prior to the expiry date of her **pregnancy/parental** leave.
 - (xii) **On return to work, an** employee shall be reinstated to her former position or one of comparable nature at a **salary** not **less** than she **was** receiving at the commencement of the **pregnancy/parental** leave. If the employee is precluded from returning to such a position because of a reduction in the work force, she will then be **dealt** with in accordance with the provisions of Articles 12 & 13.
 - (xiii) The Hospital will continue to pay its share of the premium of the subsidized employee benefits in which the employee is participating for the duration of the **pregnancy/parental** leave **unless** the employee gives the Hospital a written notice that the employee does not intend to pay the **employee's** contributions.
 - (xiv) An employee who is unable to return to work upon the expiration of her leave of absence or who wishes to return to work **in** a position other than that which she occupied when her leave of absence began may, at the discretion of the Hospital, be granted the first vacancy for which she is qualified, subject to the prior right of **any** other employee in active employment who has made an application for such vacancy under the provisions of **this** Agreement.

- (xv) If the employee fails to report for work upon the expiration of her leave, ~~unless~~ for substantiated reasons satisfactory to the Hospital, she shall be considered ~~as~~ having left the employ of the Hospital.

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

(b) Parental Leave/Adoption Leave

- (i) Parental leaves will be granted ~~in accordance~~ with the provisions of the Employment Standards Act, except where amended ~~in~~ this agreement.

(Applicable to full-time employees and regular part-time employees)

- (ii) Effective ~~on confirmation~~ by the Unemployment ~~Insurance Commission~~ of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan, and retroactive to date of ~~confirmation~~ by the Unemployment ~~Insurance Commission~~, an employee who is ~~on~~ parental leave ~~as~~ provided under ~~this~~ agreement and who is in receipt of Unemployment Insurance parental benefits pursuant to ~~Section 20~~ of the Unemployment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ~~seventy-five~~ per cent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits ~~during~~ her leave and any other earnings. ~~Such~~ payment shall commence following completion of ~~the two~~ week unemployment insurance ~~waiting~~ period, ~~and~~ receipt by the Hospital of the employee's Unemployment Insurance cheque stub ~~as~~ proof ~~that~~ she is in receipt of Unemployment Insurance parental benefits, ~~and~~ shall ~~continue~~ while the employee is in receipt of such benefits, for a ~~maximum~~ period of ten (10) weeks for a parental leave. The employee's regular weekly earnings shall be ~~determined~~ by multiplying her regular hourly rate ~~on~~ her last day worked prior to the commencement of the parental leave times her ~~normal~~ weekly hours.

This provision ~~only~~ applies to employees with at least 10 months of ~~continuous service~~ at the hospital prior to the commencement of the parental leave.

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

- (iii) A parental leave of absence of up to eighteen (18) weeks and ~~an~~ adoption leave of absence of ~~26~~ weeks will be granted to employees who have been employed ~~thirteen~~ (13) weeks ~~from~~ the last date of hire prior to the commencement of the leave.
- (iv) The male employee ~~may~~ begin parental leave at ~~any~~ time within thirty-five (35) weeks ~~after~~ the date of ~~birth~~ and the leave must be completed ~~within~~ one (1) year ~~and~~ (1) week of the date of birth. Such leave ~~can~~ only be taken on one occasion, without interruption.
- (v) The employee shall advise the Hospital ~~as~~ far in advance ~~as~~ possible of having qualified to adopt a child and shall request the leave upon receipt of ~~confirmation~~

of the pending adoption. If **both** parents are employed at the Hospital, only one parent may elect adoption leave.

- (vi) The employee will be ~~entitled~~ to begin his/her leave ~~at~~ any time upon receipt of **confirmation** of the pending adoption.
- (vii) ~~An~~ employee adopting a child may begin his/her ~~parental~~ leave at any time within thirty-five (35) ~~weeks~~ after the date the child ~~comes into~~ the custody, care **and** control of a parent for the first time. Such leave must be ~~completed within~~ **one** (1) year **and** one (1) ~~week~~ of the date of adoption. Such leave ~~can only~~ be taken on one occasion without interruption.
- (viii) The employee shall give the Hospital at least **two (2) weeks** written notice ~~to~~ begin the parental leave.
- (ix) ~~An~~ employee returning ~~to~~ work may change the date ~~to~~ return earlier or later, if written notice is sent to the Hospital at least four **(4) weeks** prior to the **original** date.
- (x) The Hospital **will** continue to pay its share of the premium of the subsidized employee benefits in which the employee **is** participating for the duration of the parental leave **unless** the employee give the Hospital a written notice ~~that~~ the employee does not intend to pay the employee's contribution.
- (xi) **On return** to work, ~~an~~ employee shall be reinstated to his/her former position or **one** of comparable **nature at a** salary not **less** than he/she was receiving ~~at~~ the commencement of the ~~Parental/Adoption~~ leave.
- (xii) Credit for service for purposes of salary increment, vacation, sick leave, or any other benefit under any provisions of the collective agreement shall continue to **accrue** during the entire period of the ~~Parental/Adoption~~ Leave.
- (xiii) Credit for seniority for purposes of promotion, demotion, transfer or lay **off** shall continue ~~to~~ accrue during the entire period of the Parental or Adoption Leave.
- (xiv) If the employee fails ~~to~~ report for work upon the expiration of her leave, **unless** for substantiated **reasons** satisfactory to the Hospital, she shall be considered **as having** left the employ of the Hospital.

(Applicable to Part-Time Employees)

Where ~~an~~ employee **has** become a natural father or **has** qualified to adopt a child and has at least 10 months of service at the ~~commencement~~ of his/her approved parental leave, **such** employee may be entitled to extend the parental leave up to ~~an~~ aggregate of six (6) months without pay. Such employee shall advise the Hospital **as** far in advance **as** possible of their qualifying to adopt, and shall request the leave of absence in writing **upon** receipt of confirmation of the pending adoption. Such request for ~~an~~ extension of the parental leave shall not be unreasonably withheld.

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

16.06 Transfer of Pregnant Employees

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

16.07 Education Leave

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

16.08 Pre-Paid Leave

Effective Date - April 1, 1989;

(a) Purpose

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

(b) Application

Eligible employees must make written application to the Department Head, with a copy to the Director of Human Resources/Personnel, at least six (6) months prior to the intended commencement date of the salary deferral portion of the Pre-Paid Leave Plan. Such application will outline the reason the leave is being requested. Priority will be given to applicants intending to use the leave to pursue formal education related to their profession. As between two (2) or more candidates, from the same department, with the same intended purpose seniority shall govern. The employee will be informed of the disposition of his application as soon as is reasonably possible after the closing date for applications.

- (c) The total number of employees from both Divisions that may be accepted into the Pre-Paid Leave Plan in any one plan year as defined in Article 16.09(a) shall be 16. The parties agree that the following will be the allocation of employees granted this leave by department - Pathology (4), Microbiology (2), Haematology (1), Blood Transfusion (1), Biochemistry (3), Diagnostic Testing (2), Immunology (1), Histocompatibility (1) and Central Lab (1), to a maximum of sixteen (16) employees. Furthermore, the parties agree to discuss through the LMC process the possibility of transferring the surplus allocated spaces (if any exist), from the department they were allocated to, to another department where not all of the employees who applied were granted the leave, because the departmental quota has been met.

It is understood that the surplus allocation will be distributed on a seniority basis with a

~~maximum~~ increase of one (1) per department. Where there are more applications than spaces allotted, seniority shall govern ~~subject~~ to 16.09 (b) above.

NOTE: Three (3) regular part-time employees may be accepted into the Plan with not more than one (1) employee from a department to be on the leave at any one time.

(d) Nature of Final Agreement

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

- (i) A statement that the employee is entering the plan in accordance with Article 16.09 of the Collective Agreement.
- (ii) The period of salary deferral and the period for which the leave is requested.
- (iii) The manner in which the deferred salary is to be held.
The letter of application to enter the plan will be appended to, and form part of, the written agreement.

(e) Deferral Plan

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

(f) Deferred Earnings

The manner in which the deferred salary is held shall be at the discretion of the Hospital. The employee will be made aware, in advance of having to sign any formal agreement, of the manner of holding such deferred salary. Interest which is accumulated during each year of the deferral period shall be paid out to the employee in accordance with Part LXVIII of the Income Tax Regulations, Section 6801.

(g) Health and Welfare Benefits

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

Full-Time Employees Only

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

Notwithstanding the above, employees will not be eligible to participate in the disability

income plan during the year of the leave.

(h) Seniority and Service

Full-Time Employees Only

During the year of the leave, seniority shall continue to accumulate. Service for the purposes of vacation and salary progression and other benefits will be retained and will not accumulate during the period of the leave.

(i) Assignment on Return

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

(j) Withdrawal Rights

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

(ii) On Leaving Employment

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

(k) Replacement Employees

The Hospital will endeavour to find a temporary replacement for the employee, as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. If, after a period of postponement, a suitable temporary replacement cannot be found, the Hospital will have the option of considering a further postponement or of collapsing the plan. The employee, subject to such a postponement, will have the option of remaining in the plan and rearranging the leave at a mutually agreeable time, or of withdrawing from the plan as outlined in Article 16.08(j).

(l) Plan Year

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

(m) Status of Replacement Employee

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

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

ARTICLE 17 - SICK LEAVE AND LONG TERM DISABILITY

NOTE: Article 17 applies to Full-Time Employees Only

- 17.01** The Hospital shall provide a short-term sick leave plan at least equivalent to that described in the 1982 Hospitals of Ontario Disability Income Plan (HOODIP) brochure.
- 17.02** The Hospital will pay seventy-five percent (75%) of the billed premium towards coverage of eligible employees under the Long Term Disability Plan (HOODIP or equivalent); employees shall pay the balance of the billed premiums through payroll deduction.
- 17.03** 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 (4th) and subsequent period of absence in any calendar year.
- 17.04** Any dispute which may arise concerning an employee's entitlement to short-term or long-term benefits under HOODIP may be subject to grievance and arbitration under the provisions of this Agreement.

NOTE. Articles 17.05, 17.06, 17.07 and 17.08 are applicable to Western Division Only and are employees now employed by The Toronto Hospital.

- 17.05** Effective January 1, 1987 the existing sick leave plan was terminated and any provisions relating to such a plan were null and void except as to those provisions relating to payout of unused sick leave benefits which are specifically dealt with hereinafter.
- 17.06** Existing sick leave credits for each employee shall be converted to a sick leave bank to the credit of the employee. The sick leave bank shall contain the unused sick leave days to the credit of the employee on January 1, 1987 as set out in Article 17.01. The "sick leave bank" shall be utilized to:
- (i) supplement payment for sick leave days under the new plan which would otherwise be at less than full wages, and
 - (ii) where a payout provision existed under the former sick leave plan, payout shall be made on the termination of employment or, in case of death, to the employee's estate. The amount of the payout shall be a cash settlement at the employee's then current salary rate for any unused sick credits to the maximum provided under the sick leave plan (as referred to in the Hospital's letter of December 18, 1986) in which he/she participated as of January 1, 1987.
- 17.07** Where an employee, employed as of the effective date of the transfer to HOODIP or equivalent, did not have the required service to qualify for payout on termination, he shall be entitled to the

same payout provisions as set out in Article 17.06 above, providing he subsequently achieves the necessary service as a Full-time employee to qualify for payout under those provisions.

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

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

ARTICLE 18 - HOURS OF WORK AND OVERTIME

18.01 (a) Applicable to Full-Time Employees Only

- (i) The normal or standard work week shall be an average of thirty-five (35) hours, with a normal or standard work day of seven (7) hours. (Those Hospitals with the lesser required hours shall reflect in the salary rates a pro-rata lesser amount compared with salaries for other Hospitals based on the ratio that the standard or normal hours of work at the Hospital concerned are to thirty-seven and one-half (37 1/2) hours).
- (ii) The length of time over which the hours of work per week are to be averaged shall be determined locally and shall be set out in Article 18.01(a)(ii).

(b) Applicable to Part-Time Employees Only

- (i) The normal or standard work day shall be seven (7) hours per day and the normal or standard full-time work week shall be an average of thirty-five (35) hours. The Hospital agrees to advise the Union of changes to the normal or standard work day and such changes shall not be arbitrarily made.

Part-time employees shall be entitled to overtime pay at the rate of time and one-half (1 1/2) their regular straight-time hourly rate for all hours worked in excess of the normal or standard work day or in excess of the normal or standard full-time work week.

- (ii) The length of time over which the hours of work per week are to be averaged shall be determined locally and shall be set out in Article 18.01(b)(ii).
- (c) Where the Hospital and the Union agree, subject to the approval of the Ministry of Labour, other arrangements regarding hours of work may be entered into in articles on a local level with respect to tours beyond the normal or standard work day in accordance

with the provisions set out in Article 28.06 of the collective agreement.

18.02 (a) Applicable to Full-Time Employees Only

Employees shall be entitled, subject to the exigencies of patient care, to relief periods during the shift on the basis of **fifteen** (15) minutes for **each** half (1/2) shift.

(b) Applicable to Part-Time Employees Only

Employees shall be entitled, subject to the exigencies of patient care, to relief periods during the shift on the basis of **fifteen** (15) minutes for **each** full half (1/2) shift.

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

18.04 Applicable to Full-Time Employees Only

Where **an** employee **has** worked and accumulated approved overtime hours (other than overtime hours related to paid holidays) up to a **maximum** of the equivalent of one (1) day's accumulation, then **such** employee shall have the option of electing payment at the applicable **overtime rate** or time **off** equivalent to the applicable overtime rate (i.e. where applicable rate is **one and one-half** (1 1/2) times, then time **off** shall be at one and one-half (1 1/2) times). **Where an** employee **chooses** the latter option, such time **off** **must** be taken within the **succeeding** two (2) pay periods of the **occurrence** of the overtime **at** a time mutually agreeable **to** the Hospital and the employee or **payment** in **accordance** with the former option shall be made.

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

18.05 (a) Applicable to Full-Time Employees Only

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

(b) Applicable to Part-Time Employees Only

If **an** employee is authorized to work during the lunch break due to the requirements of patient care, he will be paid his regular straight time hourly rate for all hours worked.

Notwithstanding this provision, he will be paid time and one-half (1 1/2) his regular straight-time hourly rate for all time worked in excess of the **normal** or standard work day.

18.06 **An** employee who continues to work more **than two** (2) **hours** of overtime immediately following his scheduled hours of work, shall be provided with a **meal** voucher valued at a **maximum** of four **(\$4.00)** or four dollars **(44.00)** if the Hospital is unable to provide a **meal** voucher.

18.07 Failure **to** provide seventeen (17) hours **between** **the** commencement of **an** employee's scheduled

shift and the commencement of such employee's next scheduled shift shall result in **paym** of one and one-half (1 1/2) times the employee's regular straight time hourly rate for **only** those hours which reduce the seventeen (17) hour period.

Where the seventeen (17) hour period is reduced as a result of an approved change of shift(s) requested by the employee(s) **such premium** payment shall not apply.

18.08 (a) (Applicable to Full-time Employees Only)

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

18.08 (b) (Applicable to Regular Part-time Employees Only)

Where a **regular** part-time employee's **scheduled** shift is cancelled by the Hospital with less **than** twelve (12) hours **notice**, she shall receive time and one-half (1 1/2) of her regular straight time hourly rate for all hours worked **on** her next shift.

18.09 It is understood that regular hours include those required to accommodate the change **from** Daylight Saving to Standard Time and vice versa and to which the provisions of Article 18.01 above **shall** apply.

18.10 Meal Break:

Applicable to Full-Time Employees only

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

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

18.12 Scheduling

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

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

For the **purposes** of this clause. Article 18.12(c), employees **from** the Toronto Western Division with a **continuous** service date prior to October 16, 1986 will be deemed to have been members of the bargaining unit prior to October 16, 1986.

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

**LENGTH OF CONTINUOUS
SERVICE IN BARGAINING
UNIT AS AT THE
PRECEDING DECEMBER 31ST**

**NUMBER OF WEEKENDS OF
SCHEDULED WORK (QUOTA)**

Less than 18 years

1 weekend in 4, not to
exceed 14 weekends annually

Over 18 years

1 weekend in 5, not to
exceed 10 weekends annually

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

- (d) where an employee's annual weekend quota during a contract year is exceeded, such employee will be reimbursed for all hours worked at a premium rate of one and one-half (1 1/2) times the employee's basic straight time rate of pay;
- (e) employees will not be scheduled to work weekends either immediately before or immediately after scheduled vacation;
- (f) notwithstanding Article 18.03, an employee shall select time off in lieu of pay for weekend work at the employee's straight time rate of pay. Such employees may bank one (1) of the two (2) weekend lieu days, at their then current rate, providing such banking does not exceed fifteen (15) accumulated lieu days. Employees with banks exceeding fifteen (15) lieu days must reduce any excess within the succeeding four (4) pay periods of the occurrence of any accumulated excess, such time off to be scheduled by mutual agreement;
- (g) employees may use up to five (5) banked lieu days on any occasion provided such time off is taken by mutual agreement and provided it does not interfere with the efficient operation of the department. An employee requesting to take a banked lieu day(s) must provide at least two (2) weeks notice;
- (h) employees who volunteer to be available for weekend work in excess of their quota will not be compensated at the premium rate but will be granted lieu days off at their applicable straight time rate of pay;
- (i) employees are expected to comply with the posted weekend work schedules, except in cases of illness, bereavement or other absence approved by Hospital. Employees may mutually agree to exchange or split a weekend shift with another suitable employee provided that no more than one (1) lieu day is banked by the regularly scheduled employee for that weekend and that no additional premium payment is incurred by the Hospital under the quota guidelines. Notwithstanding such exchange, responsibility for weekend shift coverage remains with the originally scheduled employee;
- (j) notwithstanding part (i), an employee who has exchanged a weekend shift with another employee as in part (i) may, in preference to pay at straight time rates for the day, bank such weekend shift at straight time provided that the employee with whom the shift was exchanged has not chosen to bank a day for that weekend under part (f) above and provided that the total banking of days by the employee banking does not exceed fifteen (15) days in part (f) above:

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- (k) the **Union** recognizes the Hospital's need to **maintain** adequate weekend staffing to **t** the responsibilities to its patients. Therefore, **the Union agrees** to cooperate fully in the **event that** it becomes **necessary** to revise any of the above **scheduling** provisions;
- (l) a weekend is defined **as the** time from 0001h Saturday to 2359h Sunday;

ARTICLE 19 - STANDBY

19.01 **An** employee required to standby or remain available for **call-back** duty **on** other than **regular** **scheduled** hours shall be paid **at** the rate of two dollars and **fifty cents (\$2.50)** per hour of standby time. Where such standby falls on any of the designated holidays listed in the **collective** agreement, the employee shall be paid at the rate of **three** dollars (**\$3.00**) per hour of standby **time. Hours worked** for **call-back** shall be deducted from hours for which the employee **receives** standby pay. However, **an** employee shall be entitled to a **minimum** of five dollars (**\$5.00**) for **each** eight (8) hour period **on** standby even if **called** back to work.

ARTICLE 20 - CALLBACK

20.01 Applicable to Full-Time and Regular Part-Time Employees Only

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** and one-half (**2 1/2**) hours' pay **at** time **and** one-half (**1 1/2**) his regular **straight** time hourly **rate** for work performed **on each call-in**. In the event **that such** two and one-half (**2 1/2**) period overlaps and extends **u** his regular shift he will receive the two and one-half (**2 1/2**) hour **guarantee** payment **at** time **and** one-half (**1 1/2**) and his regular hourly rate for the **remaining** hours of his regular shift. The reference to leaving the Hospital premises referred to above **will** not be applicable where **an** employee remains in the Hospital **on** standby arrangement with the Hospital.

NOTE: Applicable to Part-Time Employees

For purposes of clarification, Article 20.01 **does** not apply to **prescheduled** hours of work. Article 20.01 **does** not apply where the employee elects to work additional unscheduled hours **made** available by **the** Hospital.

ARTICLE 21 - SHIFT PREMIUM

21.01 **An** employee shall be paid a shift premium of one dollar (\$1.00) per hour for each hour worked **which** falls within the **normal** hours of the evening shift and one dollar and twenty-five (\$1.25) cents for **each** hour worked which falls **within** the **normal** hours of the night shift provided that such hours exceed two (2) hours if worked in conjunction with the day shift. For purposes of this provision, the **normal** or standard evening and night shift each **consist** of 7.5 hours. For those **hospitals** with lesser required hours **as** provided for in Article **18.01**, the **length** of the evening **and** night shift will be **adjusted** accordingly. Shift premium will not **form** part of the employee's straight time hourly rate.

21.02 **An** employee shall be paid a weekend premium of one dollar **and** thirty-five cents (\$1.35) per hour for each hour worked between 2400 hours Friday to 2400 hours Sunday or such other 48 hour period that **the** Hospital may establish. If **an** employee **is** in receipt **of** premium payment pursuant to a local scheduling regulation with respect to consecutive weekends worked, he will

not receive weekend premium under this provision.

ARTICLE 22 - TRANSPORTATION ALLOWANCE

22.01 Applicable to Full-Time and Regular Part-Time Employees Only

When an employee is required to travel to the Hospital, or to return to his home, as a result of being called back to work outside of his regularly scheduled hours, the Hospital will pay transportation costs either by taxi or by his own vehicle at the rate of **22 cents/km** or **35 cents/Mile to a maximum** of \$16.00 per trip, or **such greater amount** that the Hospital may in its discretion determine for **each** trip. The employee **will** provide to the Hospital **satisfactory** proof of payment of such **taxi** fare.

ARTICLE 23 - RESPONSIBILITY PAY

23.01 Where **an** employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying **classification in** or out of the **bargaining unit** for one **(1)** full shift or more, he **shall** be paid a premium equal to the **greater** of his next or last **increment in** his **salary** range for the duration of the assignment.

ARTICLE 24 - NO PYRAMIDING

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

ARTICLE 25 - PAID HOLIDAYS

25.01 (a) Full-Time

The Collective Agreements shall provide twelve **(12)** paid holidays with appropriate payment to all employees **who** have completed **twenty (20)** days' worked with the Hospital, provided that he fulfills the qualifying conditions, if any, set out in the respective Collective Agreements.

(b) Part-Time

The Collective Agreement lists the designated holidays in Article 25.01(c) for purposes of payment for work performed on such holidays.

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

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

The Floating Holiday is observed by mutual agreement between the Hospital and each

employee between **January 15** and **November 15** inclusive for all employees **on staff prior** to **February 15** of the current **contract** year.

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

25.02 (a) Full-Time

An employee required **to** work on any of the designated holidays listed in the Collective Agreement shall be paid at the rate of time and one-half (1 1/2) his regular straight **time** rate of pay for all hours worked on **such** holidays, subject **to** **Article 25.03**.

In addition, he **will** receive a lieu day **off** with pay in the amount of his regular straight **time** hourly rate of pay **times** seven **and** one-half (7 1/2) hours except in those **Hospitals** which have a standard work day of less than seven and one-half (7 1/2) hours in which **case** holiday pay will be based **on** the standard daily hours in that Hospital.

(b) Part-Time

An employee required **to** work **on** any of the designated holidays listed in the Collective Agreement shall be paid **at** the rate of time and one-half (1 1/2) his regular **strai** **time** rate of pay for all hours worked on **such** holiday, subject to **Article 25.03**.

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

25.04 (Applicable to Full-Time Employees Only)

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

25.05 In order for a full-time employee to qualify for holiday pay, **an** employee must have **completed** **twenty (20)** **working** days of employment and **must** work his last full scheduled shift immediately preceding and his first full scheduled shift immediately following the holiday, **unless** excused **from** doing so by the Hospital or, **in** **cases** of absence due to sickness or accident confirmed by a medical certificate, where the employee **has** worked **within** fourteen (14) days of the holiday in question.

25.06 A full-time employee who is scheduled to work **on** a paid holiday and who fails to do **so** shall lose **his** entitlement to holiday pay unless excused by the Hospital.

25.07 If a paid holiday is observed during a full-time employee's vacation period or on his regular day off he shall be granted a day off in lieu on a date to be selected by agreement between the Hospital and employee and he shall be paid for such lieu day at the prescribed rate.

25.08 Holiday pay shall be defined **as** the equivalent of the number of regular daily scheduled hours at the employee's basic straight time rate of pay, exclusive of shift premium.

25.09 Notwithstanding the provisions of Article 25.02, subject to **mutual** agreement between the employee and her supervisor, the employee may request to be paid two and one-half $2\frac{1}{2}$ times her regular straight time **salary** for a holiday worked in lieu of a lieu day **off**.

ARTICLE 26 - VACATIONS

NOTE 1: Applicable to Full-Time Employees Only

NOTE 2: Under the provisions of Article 26.01, Toronto Western Division Employees who prior to December 31, 1990 achieved vacation entitlement which is **greater than** that outlined herein, will be allowed to **retain** such **earned** vacation entitlement.

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

Registered Technologist and higher classifications shall receive three (3) weeks vacation after one (1) year of continuous service, and four (4) weeks vacation after three (3) years of **continuous** service.

Employees below the Registered Technologist classification who have completed less than one (1) year of **continuous** service shall be entitled to a vacation on the basis of .83 days per month for **each** completed month of service with pay in the amount of 4% of **gross earnings**.

Employees below Registered Technologist shall receive two (2) weeks vacation after one (1) year of **continuous** service, three (3) weeks vacation after two (2) years of **continuous** service and four (4) weeks vacation after five (5) years of **continuous** service.

All employees shall receive five (5) weeks vacation after fifteen (15) years of **continuous** service and six (6) weeks vacation after twenty-five (25) years of **continuous** service.

(b) Applicable to Regular Part-Time Employees Only

All regular part-time employees shall be entitled to vacation pay based upon the applicable percentage provided in accordance with the vacation entitlement of full-time employees of their **gross** salary for work performed in the preceding year. Equivalent years of service shall be used to determine vacation pay entitlement. Equivalent years of service shall be calculated on the basis of one (1) year of service for each 1650 hours worked.

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

NOTE: Employees hired prior to April 17, 1985 who are currently enjoying vacation benefits superior to those set out above shall continue to receive such superior benefits.

26.02 Applicable to Full-Time Employees Only

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

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

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

26.03 Should an employee terminate with less than two (2) weeks' notice of termination, the vacation pay requirements of the Employment Standards Act will apply.

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

26.05 The vacation year for scheduling purposes shall be January 1st to December 31st. Where an employee by October 31st has not made arrangements with the Manager to schedule her earned vacation entitlement by December 31st, such vacation will be assigned to be taken by December 31st. Subject to the provisions of Article 26.07.

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

NOTE: Articles 26.04, 26.05 and 26.06 effective January 1, 1993.

It is understood that no employee will lose any earned vacation credits as a result of the vacation year changing to January 1st to December 31st. It is agreed that the Labour Management Committee will meet to discuss the implementation of the vacation year, January 1 to December 31st.

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

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

ARTICLE 27 - HEALTH AND WELFARE BENEFITS

NOTE 1: Articles 27.01 to 27.06 applicable to Full-Time Employees Only

27.01 Semi-private Hospital Insurance

The Hospital agrees to pay one hundred percent (100%) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross Semi-Private Plan or comparable coverage with another carrier.

27.02 Extended Health Care

The Hospital shall contribute, on behalf of each eligible employee, seventy-five percent (75%) of the billed premium under the Extended Health Care Plan (Excelsior Life ~~\$15-25~~) plan including hearing aids with a maximum of \$300.00 per person and vision care with a maximum of \$90.00 every twenty-four (24) months per person, or its equivalent) provided the balance of the monthly premium is paid by employees through payroll deduction (subject to the terms and conditions of the plan). Any Hospital currently paying more than seventy-five percent (75%) of the premium shall continue to do so.

27.03 Dental

The Hospital agrees to contribute on behalf of each active, eligible, full-time employee covered by this Agreement, an amount equal to seventy-five (75%) of the monthly billed premium under the Blue Cross Dental Plan #9 or its equivalent (current ODA fee schedule) subject to the terms and conditions of such Plan, and subject to a fifty-five percent (55%) minimum enrolment requirement of eligible bargaining unit employees, provided the balance of the monthly premium is paid by the employees through payroll deduction. Employees will be enrolled in the existing Plan in accordance with the terms and conditions of the Plan.

27.04 Hospitals of Ontario Pension Plan

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 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.

27.05 Group Life Insurance

Agreements that provide for HOOGLIP or other equivalent group life insurance plans shall have a Hospital contribution of one hundred percent (100%) toward the monthly premium of HOOGLIP or other equivalent group life insurance plan in effect for eligible full-time employees in the active employ of the Hospital in accordance with the terms and conditions of the Plan.

27.06 Change of Carrier

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

27.07 Divisible Surplus

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

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

pension plan the percentage in lieu of fringe benefits is twelve percent (12%).

ARTICLE 28 - MISCELLANEOUS

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

28.02 Hepatitis B Vaccine

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

28.03 Professional Responsibility

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

28.04 Contracting Out

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

28.05 Work of the Bargaining Unit

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

28.06 Extended Tours

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

MODEL AGREEMENT WITH RESPECT TO EXTENDED TOUR ARRANGEMENTS

MEMORANDUM OF AGREEMENT

Between: The Hospital -

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

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

Article 1 - Work Unit and Employees covered

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

Article 2 - Hours of Work

- 2.1 The **normal** or standard extended work day shall be ___ hours per day.
- 2.2 (**Detailed** description with **an** attached schedule where appropriate.)
- 2.3 Failure to provide (___) hours **between** the commencement of **an** employee's scheduled shift and the commencement of such employee's next scheduled shift shall result **in** payment of one and one-half (1 1/2) times the employee's regular straight time hourly rate for only those hours which reduce the (___) hour period.

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

Article 3 - Overtime

- 3.01 Overtime shall be defined **as** being all hours worked **in** excess of the normal or **standard extended** work day, **as** set out in Article 2.1 of the Model Agreement or in excess of the **normal** or **standard** work week **as** set out in Article **18.01** of the collective agreement.
- 3.02 For purposes of overtime the hours of work per week shall be averaged over _____ **weeks**.

Article 4 - Rest Periods

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

Article 5 - Meal Periods

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

Article 6 - Sick Leave and Long-Term Disability

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

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

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

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

7.02 An employee required to work on **any** of the **designated** holidays listed in the **collective** agreement shall be paid at the rate of time **and one-half** (1 1/2) his regular **straight** time **rate** of pay for all hours worked on such holiday, **subject to** Article 25.03. In addition, he **will** receive a **lieu day off with** pay **in** the **amount** of his regular **straight** time hourly rate of pay **times** seven **and one-half** (7 1/2) hours, except **in those** hospitals which have a standard work day of **less than** seven and one-half (7 1/2) hours **in** which case holiday pay will be **based on** the standard **daily** hours **in that** hospital.

Article 8 - Vacation

8.01 (Applicable to Full-Time **Only**)

Vacation entitlement **as** set out in Article 26.01 (a) will be converted to **hours** on the basis of the employee's normal work week.

8.02 (Applicable to Part-Time only)

As set out in Article 26.01 (b) of the collective agreement.

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(Local provisions related to extended **tours** are to be **set** out in this Article **and** numbered in sequence.)

Term

This Agreement shall be (Specify Term).

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

Dated **this** ___ day of _____, 19__.

For the Union

For the Hospital

28.07 Innovative/Flexible Scheduling

Where the Hospital and the **Union** agree, arrangements regarding innovative Scheduling/Flexible **Scheduling** may be entered into between the parties on a **local** level. The model agreement with respect to such scheduling arrangements is set out below:

MODEL AGREEMENT WITH RESPECT TO INNOVATIVE
SCHEDULING/FLEXIBLE SCHEDULING

MEMORANDUM OF AGREEMENT

Between: **The Hospital -**

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

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

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

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

Article 2 - **Hours of Work**

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

Article 3 - **Agreed** Variation From the Collective Agreement

(Collective Agreement provisions to be varied.)

Article 4 - Rest Periods

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

Article 5 - **Meal** Periods

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

Article 6 - **Local** Provisions

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

Term

This Agreement shall be (Specify **Term**).

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

Dated this ___ day of _____, 19__.

For the **Union**

For the **Hospital**

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(The following clause related to modified work Agreements will be incorporated into all Collective Agreements).

28.08 Modified Work

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

(Note: **Any** other provision(s) related to Modified work **that** existed in the expiring Collective Agreement will be **continued** and numbered in sequence **as** provisions of this Article.)

(Where both full-time and ~~part-time~~ employees are represented by OPSEU, the following clauses will appear in all **collective agreements replacing** any provision related to **Job Sharing that** existed in the Hospital's expiring **collective agreements**.)

28.09 Job Sharing

(Any job sharing agreement will encompass all of the following principles.)

Job sharing is **defined as an** arrangement whereby two employees share the **hours** of work of one full-time position **on a 50/50 basis**. Subject to the provisions of Article 13, the position involved in the job sharing arrangement will be **maintained as** a full-time position in the Hospital's **staffing complement**.

Where the Hospital and **Union agree** to a job sharing arrangement, the **introduction and discontinuance** of **such** job sharing **arrangement** will be determined locally. In preparing discontinuance language, the parties shall make provisions for a full-time employee who **has** transferred to **a** regular part-time position **as** part of **a** job sharing arrangement to have the first option of returning to that full-time position **on** the collapse of the arrangement.

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

A **full-time** employee who transfers **to** a regular part-time position under the job sharing arrangement, or subsequently returns to a full-time position immediately **upon** the **discontinuance** of a job sharing arrangement will, for the purposes of this arrangement, transfer service based **on** one (1) **year** of full-time service equalling **1650 hours** worked. (Those Hospital **contracts** with lesser hourly requirements shall continue.)

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

28.10 Change of Address

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

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28.11 Bulletin Boards

The Hospital will provide bulletin boards at the following locations:

General Division

- (a) John David Eaton Bldg - 3rd Floor
- (b) Norman Urquhart Wing - 13th Floor
- (c) Norman Urquhart Wing - Adjacent to Cafeteria
- (d) Pathology
- (e) Banting Institute - Ground Floor Adjacent to elevator

Western Division

- (a) Across From Pharmacy - Main Floor
- (b) Cafeteria - 2nd Floor East Wing
- (c) Central Lab - 5th Floor Fell Pavilion

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

28.12 Laboratory Coats

- (a) The Hospital agrees to continue the present practice with respect to the supply and laundering of laboratory coats.
- (b) The Hospital agrees to provide two (2) outside lab coats labelled to be supplied and delivered. Cuffed coats with snaps to be supplied within three (3) to six (6) months as of the date of signing this document.

28.13 Printing of Agreement

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

28.14 Temporary Employees

It is agreed that persons hired onto the hospital payroll as temporary replacements for employees in the bargaining unit pursuant to Article 15.01 shall not be included in the bargaining unit and shall not be covered by the provisions of this collective agreement. Temporary employees engaged for the periods that are not expected to exceed six (6) months may have their term extended for another six (6) month period upon the mutual agreement of the union, employee and the hospital.

28.15 Applies to Part-Time Employees Only

- (a) A part-time employee is defined as one who regularly works not more than 24 hours per week and does not include a temporary employee.
- (b) A regular part-time employee is defined as an employee who makes a commitment to the Hospital to be available for work on a pre-determined basis as required and determined by the Hospital and in respect of whom there is a predetermined schedule. A casual part-time employee is defined as an employee whose work is not on a predetermined

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scheduled basis but is on call (excluding provisions of Article 19) and is available to work any shift as circumstances demand.

- (c) Where part-time employees work full-time hours, when such hours are worked when relieving for vacation, illness, injury, or other approved leave of absence or on other occasions from time to time, they shall continue to be considered as part-time employ.

28.16 "Days" in this Collective Agreement shall mean calendar days unless indicated otherwise.

28.17 In Article 10.03 reference to "department head" means the ~~Administrative Assistant, Laboratories for employees in the Laboratories or Vice-President of Ambulatory Care for employees in Ambulatory Care Areas.~~

ARTICLE 29 - CONCILIATION

29.01 When a new classification in the bargaining unit is established by the Hospital, or the Hospital makes a substantial change in the job content of an existing classification, the Hospital shall advise the Union of such new or substantially changed classification and the rate of pay which is established.

If so requested within thirty (30) calendar days of such advice, the Hospital agrees to meet with the union to permit the Union to make representations with respect to the appropriate rate of pay, providing any such meetings shall not delay the implementation of the new or substantially changed classification.

Where the Union challenges the rate established by the Hospital and the matter is not resolved following the meeting with the Union, the matter may be referred to arbitration in accordance with the arbitration provisions contained in this Collective Agreement, it being understood that any Arbitration Board shall be limited to establishing an appropriate rate based on the relationship existing among other classifications within the Hospitals (which are covered by O'Shea award) and the duties and responsibilities involved.

It is further understood and agreed that when determining the appropriate rate, primacy must be given to the relationship between job classifications covered by this Collective Agreement and that such relativity must be maintained. Each change in the rate established by the Hospital either through meetings with the Union or by a Board of Arbitration shall be retroactive from the time at which the new or substantially changed classification was first filed.

29.02 Claim for recent related experience, if any, shall be made in writing by the employee at the time of hiring on the Application for Employment form or otherwise.

The employee shall co-operate with the Hospital by providing verification of previous experience. The Hospital will credit the employee with one (1) increment on the salary scale for every two (2) years of recent, related, full-time Hospital experience as determined by the hospital, to a maximum of two (2) increment levels below the maximum of the salary scale.

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

NOTE: Where existing collective agreements have provisions for recent related experience credit superior to the above provisions, such provisions shall continue to be in effect.

9.03 Applicable to Part-time Employees

Part-time employees will accumulate service for purposes of progression on the **salary** grid, on the **basis** of one (1) **year** of service for each 1650 hours worked.

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

29.04 Salaries

The **salary** schedules in effect during the term of this Agreement shall be those set forth in Appendix "A" attached to and forming part of this Agreement.

29.05 It is **understood and agreed** that all wage rate **increases** provided under Appendix "A" will be **effective** on the closest pay period to the date so shown.

29.06 Such new **salary** schedules shall take effect **as** of the commencement of the pay period following the date of the execution of this Agreement **and** shall be applied retroactively to April 1, 1991 based on straight-time payment for all hours paid for by the Hospital.

ARTICLE 30 - SUPERIOR BENEFITS

30.01 **Unless** existing benefits, rights, privileges, practices, terms or conditions of employment which may be considered to be superior to those **contained** herein are specifically **retained** by this Agreement, they shall be deemed not to **continue** in effect.

ARTICLE 31 - SOCIAL CONTRACT ACT DISPUTE

31.01 The parties have **agreed** to submit their dispute concerning Employers' proposal H8 with regards to the incorporation of the standard central provisions in the Hospital's expiring collective **agreements** to binding interest arbitration in accordance with the Hospital *Labour Disputes Arbitration Act*.

ARTICLE 32 - DURATION AND RENEWAL

32.01 **This** Agreement shall continue in effect **until** the 31st day of March 1996 **and** shall continue automatically thereafter for **annual** periods of one **year** each **unless** either party notifies the other in writing that it intends to amend or terminate this Agreement in accordance with the following.

32.02 (a) In the event the parties to this Agreement agree to negotiate for its renewal **through** the process of central bargaining, either party may give notice to the other of its desire to bargain for the renewal of this Agreement within one hundred **and** twenty (120) days prior to the termination date of this Agreement. Negotiations on local matters shall take place during the period **from** one hundred **and** twenty (120) to **sixty** (60) **days** prior to the termination date of this Agreement.

It is understood and agreed that "local matters" means those matters which have been **determined** by **mutual** Agreement between the Central Negotiating Committees representing each of the **parties** to this Agreement **as** being subjects for local bargaining

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directly between the parties to this Agreement.

It is also agreed that local bargaining shall be subject to such procedures as may be determined by mutual Agreement between the Central Negotiating Committees referred to above.

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

It is further understood that the Central Negotiating Committees will meet in the sixth (6th) month prior to the termination of this Agreement to convey the intentions of their principals as to participation in central negotiations, if any, and to determine the conditions for such central bargaining.

Proposals on central issues shall be exchanged by the Central Negotiating Committees on a date set out in the MOC for Joint Bargaining. Negotiations on central matters shall take place during the period commencing ninety (90) days prior to the termination of this Agreement.

IN WITNESS WHEREOF the parties hereto have signed this agreement on the 16th day of May, 1996

FOR:

THE TORONTO HOSPITAL

ONTARIO PUBLIC SERVICE EMPLOYEES UNION

Victor Johnson

one Collins

T. Elwood

M. Urganant

M. J. [unclear]

E. MacLean

[unclear]

[unclear]

Leah [unclear]

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LETTER OF INTENT

RE: PAY EQUITY

Recognizing that the Hospital and the Union have developed a pay equity plan, the parties confirm the inter-relationship of the negotiated wage rates with such plan as follows:

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

FOR THE HOSPITAL:

Victor Johnson

FOR THE UNION:

Jane Hollis

J. Owen

M. Urganhart

M. J. ...

E. MacLean

...

Leah ...

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LETTER OF UNDERSTANDING #1

RE: EDUCATION LEAVE

L1.01 The Hospital will accept employee requests for education leave under the Hospital's Leave of Absence Policy (20-001). The employee must enroll full-time in a job-related education program approved by the Hospital. Such leave will not be unreasonably denied.

DATED AT TORONTO, THIS 16th DAY OF May, 1996

THE TORONTO HOSPITAL

Victor Johnson

FOR THE UNION:

Jane Hollins

J. A. Edwards
M. Ughent
M. J. ...
E. MacLean
...
Leah ...

em

RE: EXECUTIVE OFFICERS

L2.01 The Hospital agreed to continue to recognize the privilege accorded to Union Executive Officers in their representation of employees in the presentation of grievances in situations where stewards are unavailable.

DATED AT TORONTO, THIS 16th DAY OF May, 1996

FOR THE HOSPITAL:
Victor Trotman

FOR THE UNION:
June Hallis

J. Alvarado
M. Uguent
M. Johnston
E. MacLean
D. L. H. /
L. L. H. /
Leah Hall

em

LETTER OF UNDERSTANDING #3

RE: JOINT LABOUR-MANAGEMENT COMMITTEE

L3.01 A joint Labour-Management Committee comprised of five (5) representatives of the Bargaining Unit, one of whom may be a Part-Time employee of the Hospital shall meet to promote and provide effective and meaningful communication of information and ideas, and to attempt to resolve matters of mutual concern not covered by the Collective Agreement such as the updating of job descriptions. This Committee shall meet at mutually satisfactory times but in no event shall meet more than twelve (12) times per year. A representative of either party shall notify a representative of the other, in writing, at least five (5) days (excluding Saturdays, Sundays and Holidays) prior to the requested meeting of the items it wishes to discuss. It is understood and agreed that this Committee shall not discuss grievances or other issues covered by the Collective Agreement.

DATED AT TORONTO, THIS 16th DAY OF May, 1996

FOR THE HOSPITAL:

Victor Johnson

FOR THE UNION:

Jane Hollis

J.R. Watson
M. Uiguhart
M. Smith
E. MacLean
Patricia
Paul
Leah

EM

LETTER OF UNDERSTANDING #4

RE: STAFF NIGHT SHIFT - HAEMATOLOGY

NOTE. Applicable at Toronto General Division Only

L4.01 This will ~~confirm~~ that the following ~~understanding was~~ reached between Toronto General Hospital and Ontario Public Service Employees' Union, Local 571, with regard to the staffing for the night shift in the Haematology Department (excluding ~~Coagulation Lab~~):

I Permanent Night Shift Technologist

- (a) ~~Immediately~~ following the execution of this document, the Hospital shall assign a technologist to work a permanent fixed night shift (Sunday through ~~Thursday - midnight~~ through 0800 hours).
- (b) In the event of a night shift vacancy due to a layoff or ~~an~~ absence in excess of ~~thirty~~ (30) consecutive calendar days, the technologist in the department with the least seniority shall ~~fill~~ such vacancy.

II _____ 1 Technologist-In-Charge

~~Technologists and Technologists-in-Charge~~ will be required to ~~man~~ the night shift for one (1) ~~week~~ periods on a rotation basis as follows:

- (a) The person on weekend rotation will not be scheduled to work their regular **Friday** shift, ~~but~~ will be scheduled to work **Friday** and Saturday night shifts. The Saturday night ~~shift~~ will be the overtime shift and any compensation earned will be paid in accordance with Article 18 -Hours of Work and Overtime except that the "meal allowance" provision in paragraph 18.03 shall not apply.
- (b) The employee on rotation will **assume** the schedule of the regular night shift technologist in addition to providing weekend coverage in the event the **night** shift technologist is absent (time and one-half **will** be paid for the first night shift worked if a short change is involved i.e. less than sixteen (16) hours **off** between shifts). The **only** exception to the above being if the employee on rotation is required to **assume** the schedule of the regular night shift technologist for the entire week, **in** which ~~case~~ the next employee on the rotation list will be required to provide Saturday and Sunday coverage under the same conditions in L4.03(a) above.
- (c) Should the employee on weekend rotation be absent or otherwise be unable to provide night shift coverage, under L4.03(a) and (b) above, the next person on the rotation list will assume that employee's responsibilities. **As** a result, the **two (2)** employees in question will exchange place on the **rotation** schedule.
- (d) It is understood that the technologist-in-charge may be unable to take their turn on the rotation schedule for various reasons **such as** the need to train new employees, to **assume** the duties of the Chief Technologist, or research and development activities. During ~~each~~ period L4.03(c) above will apply.

- (e) It is also understood that the Hospital may exclude technologists-in-charge from the rotation schedule should the need for greater supervision arise. This exclusion will not be exercised in an arbitrary or unreasonable manner and can be made the subject of a grievance.
- (9) This Agreement can be terminated at the written request of either party one (1) month following the receipt of such request.

DATED AT TORONTO, THIS 16th DAY OF May, 1996

FOR THE HOSPITAL:

Victor Iotman

FOR THE UNION:

Jane Dolin

JACOBSON
M. Uguent
M. Janke
E. MacLean
D. S. J.
Leah Hul

LETTER OF UNDERSTANDING #5

RE: TEMPORARY ASSIGNMENT BETWEEN GENERAL & WESTERN DIVISIONS ONTARIO PUBLIC SERVICE EMPLOYEES' UNION, LOCAL 571/THE TORONTO HOSPITAL FULL-TIME AND PART-TIME BARGAINING UNITS

L5.01 Purpose

To **cover emergency** situations. The duration of an assignment for an employee will not exceed five (5) consecutive regularly scheduled work days.

L5.02 Participants

- (a) Will be **only** on a voluntary basis within the same specific discipline.
- (b) Where there are standby, callback or **volunteer callback** systems in place within Divisions **and within** respective disciplines, callbacks will first be **obtained** from the system(s) in place.
Failing to **obtain necessary** coverage, the Hospital will then offer callback to employees who are qualified (reference item L5.03 below) and willing to work in the same **discipline** at either Division (cross-site volunteer list). Either party may request a meeting **at any time** to discuss item **L5.02(b)**.
- (c) **There shall** be no intimidation or coercion or threats in any form by either **Management** or **Union** to encourage or discourage employees from volunteering.

L5.03 Orientation and Training

- (a) Up to **5** days, except in **situations** which may require some additional period. Orientation will **include** equipment and **technical** procedures, policies and facilities for the appropriate Division.
- (b) Applicable to all **staff** who volunteer for temporary assignment.
- (c) **Will** be done on a continuing basis **and** where individuals have not worked in a particular **area** for past **three** (3) months, further orientation would occur **as** required.
- (d) Employees **and** appropriate manager will sign a form that an **employee** has completed the appropriate orientation and/or **training** and that the employee is able to do the **work**.

L5.04 Working Conditions

Employee continues to be considered part of "home base" for administrative purposes (i.e. hours of **work**, payroll, etc.).

L5.05 A joint Union/Laboratory Management **Committee** of two (2) Laboratory Management and two **(2) Laboratory** employees (to be decided by the Union) will be responsible to review and resolve any temporary assignment which may come into dispute. This committee will **also** meet **monthly** to review the previous month. Minutes of any meetings will be copied to the Union and the Hospital.

L5.06 The Union agrees to meet with the Hospital through the Labour Management committee to review other temporary assignments between both Divisions as may be required.

DATED AT TORONTO, THIS 16th DAY OF May, 1996

FOR THE HOSPITAL:

Victor Froman

FOR THE UNION:

John Hollis

T. E. Wilson
M. Uguhart
M. Fontana
E. MacLean
W. S. ...
Pass
Leah ...

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LETTER OF UNDERSTANDING #6

RE: TRANSPLANTS

L6.01 It is **agreed** that the **Callback and Scheduling** provisions **in** the **Collective Agreement** are supplemented by this Memorandum of Understanding. Either party **may** request a meeting to modify its **terms** and/or **cancel this** agreement with *thirty* (30) days notice to the **other** party.

L6.02 An employee who is **called in** to work and

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

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

L6.03 An employee who is called **in** to work after completing a regularly **scheduled** day shift **and**

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

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

L6.04 An employee who is called in to work and

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

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

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L6.05 Should the employee not wish to work any remaining hours in the shift referred to in Articles L6.03 or L6.04, the employee shall be granted time off without pay, or she may choose to use lieu time for those remaining hours.

DATED AT TORONTO, THIS 16th DAY OF May, 1998

FOR THE HOSPITAL.

Victor Johnson

FOR THE UNION:

Jane Hollis

A. Watson

M. Ulanhart

M. Fortin

E. MacLean

Rob 43

Leah

LETTER OF UNDERSTANDING #7

RE: SUPPLEMENTAL UNEMPLOYMENT BENEFIT (SUB)

L7.01 The parties hereby agree to amend under the existing Collective Agreement, expiring **March 31, 1993**, Article 15.05.15 Pregnancy/Parental Leave, **Article 16.07.13** Parental Leave and Article 16.08.10 Adoption Leave as follows:

a) To add to each of the above clauses the following:

“Pursuant to the U.I.R. 57(13)(i), payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.

Pursuant to the U.I.R. 57(13)(h), an employee does not have a right to SUB payments except for supplementation of U.I. benefits during the unemployment period as specified in the plan.”

DATED AT TORONTO, TEXS 16th DAY OF May, 1996

FOR THE HOSPITAL:

Victor Johnson

FOR THE UNION:

Jane Hollen's

J. Owen

M. Uguhart

M. Fortin

E. Maclean

D. S. G.

D. P.

Leah Hul

em

LETTER OF UNDERSTANDING

The Hospital recognizes O.P.S.E.U. LOCAL 571 as the bargaining agent for all **Medical** Laboratory Technologists, **Technicians** and their Assistants only in the Stat. Lab employed by the Toronto Hospital but located at The Doctors' Hospital, Brunswick Avenue.

The provisions of the Collective Agreement between The Toronto Hospital and O.P.S.E.U. Local 571 will apply to the above mentioned employees.

DATED AT TORONTO, THIS 11th DAY OF May, 1996

FOR THE HOSPITAL:

Victor Toivanen

FOR THE UNION:

Jane Sellers

J. Ewart

M. Yagoubant
M. Joubert

G. MacLellan

D. S. G.
Leah Hul

em

Applicable to Full-time Employees Only

LETTER OF UNDERSTANDING

The central parties agree to establish a Benefits Review Subcommittee which will include four representatives from the Union and four representatives from the Participating Hospitals to discuss the terms of the benefit plans (other than pensions) provided under the collective agreement with a view of increasing the efficiency and effectiveness of the plans. As part of that review, the Committee will be provided with copies of the plan texts that pertain to these benefit plans. The Committee will report its findings to the Central Negotiating Teams on or before October 1, 1995.

The Union members elected or appointed from the bargaining unit shall suffer no loss of earnings for time spent during their regular scheduled working hours while attending meetings of this Subcommittee.

The parties agree that the provisions attached hereto represent the central portions of the combined full-time and part-time collective agreements between each of the applicable participating hospitals (as listed in Appendix 'A' to the Memorandum of Conditions for Joint Bargaining) and the corresponding locals of the Ontario Public Service Employees Union, expiring March 31, 1996. The subsisting collective agreements of the applicable participating hospitals will be amended as indicated herein, subject to the award of the Board of Arbitration constituted to resolve the dispute concerning the Employer's proposal H8 on the application of the S o d Contract Act.

NOTE TO APPENDIX A

Applicable to ~~Toronto~~ Western Division Employees covered under the certification dated **May 29, 1989**.

The employee's current monthly **salary will be** positioned on the **April 1, 1989 salary grid (Appendix 'A')** based on the employee's service **date**. ~~Where~~ the employee's ~~current~~ monthly **salary** exceeds the aforementioned **salary grid step**, it ~~will~~ be red-circled until the ~~general~~ wage increase or anniversary date progression **step** provides the employee with **an** increase.

Any employee wishing clarification **as** to his/her placement on the **salary** grid in Appendix **A**, may submit this request **at step 3** of the grievance procedure.

Increase to the **Salary** Schedule shall **be** retroactive **and** apply to all employees in the **bargaining** unit **as** of the date of ratification on the **basis** of each **hour** paid to them from **June 3, 1989**. **Such** retroactive pay shall be paid out within sixty (60) days of the date of ~~ratification~~ of this agreement.

APPENDIX B

REGISTERED TECHNOLOGISTS AND HIGHER CLASSIFICATIONS

0 to 4949 hours	=	6%
4950 to 24749 hours	=	8%
24750 to 41249 hours	=	10%
41250 hours or more	=	12%

ALL CLASSIFICATIONS BELOW REGISTERED TECHNOLOGISTS

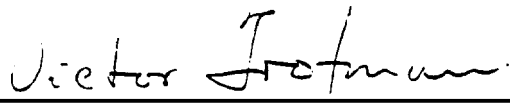
0 to 3299	=	4%
3300 to 8249	=	6%
8250 to 24749	=	8%
24750 to 41249	=	10%
41250 hours or more	=	12%

Re: OPSEU Central Bargaining and Hospital's Proposal H8

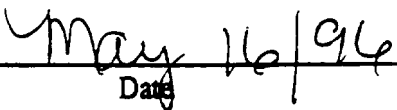
The central parties agree that the collective agreements at each of the participating hospitals, which expired March 31, 1993, will be amended in accordance with the standard central provisions documents dated March 31, 1995, subject to the SOCIAL CONTRACT ACT. If such an amendment would result in a change in compensation, as defined under the Social Contract Act, such standard central provision will not be incorporated into the hospital's collective agreement. In such a case, the hospital's subsisting collective agreement provision, if any, will be incorporated into the agreement expiring March 31, 1996. Any dispute as to what is or is not compensation as defined under the Act shall be submitted to the central Board of Arbitration constituted pursuant to the Memorandum of Conditions for Joint bargaining, dated January 20, 1993, including the addition of Kincardine and District, Brantford St. Joseph's and Timmins and District to Appendix A of the Memorandum.



For the Union



For the Participating Hospital



Date

Letter of Understanding

(The Toronto Hospital Hospital and OPSEU LOCAL 571)

Re: Mutual Consent to Alter Terms and Conditions of Employment

The parties hereby agree that, effective April 1, 1996, the terms and conditions of employment contained in the collective agreement which will expire March 31, 1996 will be altered to the extent necessary to reflect the provisions of the standard central provision documents between the participating hospitals and OPSEU which are in effect on April 1, 1996. This agreement is subject to any statutory provisions which may be in effect at that time with respect to restricting changes in compensation.

E. MacLean
For the Union

Doctor Trotman
For the Participating Hospital

May 16th/96
Date

May 6, 1996
opseuca
SN/b

EM