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| SOURCE           | HOSP.    |
| EFF.             | 93 04 01 |
| TERM.            | 96 03 31 |
| NO. OF EMPLOYEES | 133      |
| NO. OF EMPLOYERS | 1        |

COLLECTIVE AGREEMENT

BETWEEN:

TORONTO EAST GENERAL AND ORTHOPAEDIC HOSPITAL INC.

(hereinafter referred to as the "Hospital")

- and -

THE ASSOCIATION OF ALLIED HEALTH PROFESSIONALS: ONTARIO

(hereinafter referred to as the "Association")

JUL 10 1995

EFFECTIVE: APRIL 1, 1993  
 EXPIRY DATE: MARCH 31, 1996

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## PURPOSE

The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Hospital, the Association and the employees concerned and to provide for the prompt disposition of grievances, to establish and maintain satisfactory working conditions, hours of work and wages for all employees within the bargaining unit.

## ARTICLE 1 - RECOGNITION

1:01 The Hospital recognizes the Association of Allied Health Professionals: Ontario as the sole bargaining unit agent for paramedical personnel employed by Toronto East General and Orthopaedic Hospital Inc. at Toronto, in the Diagnostic Imaging, Laboratory Medicine, Nuclear Medicine, Respiratory, Cardiac Labs, Pharmacy, Medical Illustration and In Vitro Fertilization departments, save and except chief technologists, assistant chief technologists, persons above the rank of charge technologist and assistant chief technologist, teaching supervisors, students in training, students employed after regular school hours or during the university or school vacation period, persons regularly employed for not more than twenty-four (24) hours per week, office and clerical staff and persons covered by subsisting collective agreements with the Service Employees' International Union, Local 204, Canadian Union of Operating Engineers, and the Ontario Nurses' Association. (For the purposes of clarity, paramedical personnel includes technologists, non-registered technicians, technical assistants and laboratory assistants. For purposes of clarity, the Respiratory Therapist working in the Operating Room is included.)

## ARTICLE 2 - DEFINITIONS

- 2:01 The term "employee" or "employees" as used in this Agreement shall mean only those employees who are included in the bargaining unit as defined in Article 1 above.
- 2:02 A "temporary employee" as used in this Agreement shall mean an employee who is temporarily filling a position where the incumbent has an authorized leave of absence, or who is hired for a definite term or definite task.
- 2:03 Whenever the feminine pronoun is used in this Collective Agreement, it includes the masculine pronoun where the context so requires. Where the singular is used, it shall also be deemed to include the plural.

2:04 "Anniversary Date" is defined as the annual anniversary of an employee's last date of hire (start date) for purposes of the Anniversary Holiday.

ARTICLE 3 - MANAGEMENT RIGHTS AND RESPONSIBILITIES

3:01 The Association recognizes that the management of the Hospital and the direction of working forces are fixed exclusively in the Hospital and shall remain solely with the Hospital, except as specifically limited by the express provisions of this Agreement, and without restricting the generality of the foregoing, the Association acknowledges that 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, layoff, recall and suspend or otherwise discipline employees, provided that a claim for discharge or discipline without just cause, may be subject of a grievance and dealt with as hereinafter provided;
- c) determine in the interest of efficient operation and highest standard of service, job rating or classification, the hours of work, the working establishment for any service, tours of duties, working schedules, and the location of work;
- d) generally to manage the operation that the Hospital is engaged in and without restricting the generality of the foregoing to determine the standard of performance, the number of personnel required, the services to be performed and the methods, procedures and equipment in connection therewith;
- e) generally to operate the Hospital in a manner consistent with the obligations of the Hospital to the general public;
- f) make, enforce and alter, from time to time, reasonable rules and regulations to be observed by the employees not inconsistent with the provisions of this Agreement.

3:02 The Hospital agrees that it will exercise the above rights in a reasonable and non-arbitrary manner.

3:03 Each new employee shall receive, at the time of hire, a letter stating salary, classification, the salary range for the classification in accordance with Schedule "A", and credit granted for recent related experience, if any, in the determination of salary.

3104 The Hospital agrees to provide each employee with a copy of the Collective Agreement. The Association and the Hospital shall share equally in the cost of printing the Collective Agreement. The Hospital also agrees to provide new employees, at the time of orientation, with an information package supplied by the Association.

3:05 When a new classification (which is covered by the terms of this Agreement) is established or the Hospital makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Hospital shall notify the Association in writing of the salary and job description before the position is posted.

If the Association challenges the rate, it shall have the right to request a meeting with the Hospital to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Hospital. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the rate was given by the Hospital.

If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the agreement within fifteen (15) days of such meeting, Neither the meetings between the Association and the Hospital nor referral to Arbitration shall delay the implementation of the wage rate.

When determining the appropriate rate, it is understood and agreed that internal equity must be a prime factor and such relativity should be maintained.

#### ARTICLE 4 - PROTECTION OF EMPLOYEES

##### 4:01 No Contracting Out

The Hospital shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any employee follows. Contracting out to an Employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off with similar terms and conditions of employment is not a breach of this provision. This clause will not apply to the ad hoc use of agencies for single shift coverage of vacancies due to illness or leaves of absence.



4:02 Work of the Bargaining Unit

Supervisors and volunteers shall not perform duties normally performed by employees in the bargaining unit which shall directly cause or result in the lay off, loss of seniority or service or reduction in benefits to employees in the bargaining unit.

ARTICLE 5 - ASSOCIATION REPRESENTATION AND RESPONSIBILITIES

5:01 The Employer acknowledges the right of the Association to appoint or otherwise select members of the Association to the following committees and the Hospital will recognize such committees:

- a) Negotiating Committee, which shall be composed of up to four (4) members of the bargaining unit plus outside counsel or advisor from the Association and whose duties shall consist of negotiating the renewal or modification of the terms of this Agreement with such representatives of the Hospital as the Hospital may deem appropriate;
- b) Grievance Committee, which shall be composed of up to three (3) members of the bargaining unit, no more than two (2) of whom shall meet with the Hospital at any one time with respect to the processing of a grievance arising out of the terms of this Agreement.

5:02 Members of the Negotiating and Grievance Committees shall be known as Staff Representatives and no employee shall be eligible to serve as a Staff Representative unless such employee has completed her probationary period and is not a temporary employee. No more than seven (7) persons can be Staff Representatives at any one time.

5:03 Association-Hospital Committee

- (a) An Association-Hospital Committee shall be established to discuss issues relating to the function of the Hospital and issues which affect the parties or any employee bound by this agreement. The Hospital and the Association may each select an equal number of representatives who shall be members of this Committee. Meetings shall be scheduled on a regular basis and shall be held on the Hospital premises at a mutually convenient time, at least once every two (2) months.
- (b) The Hospital agrees to use the Association-Hospital Committee to consult with the Association at the earliest possible time with respect to any proposal or plan which may affect employees in the bargaining

unit. The Committee shall be involved in the planning process on a consultative basis from the initial stages through to the final phases of the process.

(c) It shall be the function of the Association-Hospital Committee to consider possible ways and means of avoiding or minimizing potential adverse effects of any plans upon employees in the bargaining unit, including identifying and proposing possible alternatives to any action that the Hospital may propose taking.

(d) To allow the Association-Hospital Committee to carry out its mandated role under this Article, the Hospital will provide the Committee with full and complete disclosure of any plan and the reasons for it. This includes pertinent financial and staffing information.

(e) Meetings of the Committee shall be held during normal working hours and the Committee shall determine its terms of reference, including pay for employee representatives, on a mutually agreed basis.

5:04 The Association shall keep the Hospital notified, in writing, of the names of its Staff Representatives and its other authorized representatives, as well as their respective dates of appointment and their mailing addresses.

5:05 a) It is understood that the Staff Representatives have their regular work to perform on behalf of the Hospital. If it is necessary for a Staff Representative to service a grievance during her working hours, she shall not leave her work without first obtaining permission from her immediate supervisor.

b) Time spent during the regular working hours of the Staff Representative concerned at grievance meetings prior to arbitration, and in direct negotiations with the Hospital up to and including conciliation and any other meetings with the Hospital or its representatives will not result in any loss of pay to such employee.

5:06 The Bargaining Unit Representative or designate shall be allowed a period not exceeding fifteen (15) minutes within working hours to meet with new employees about the Association.

5:07 The Hospital agrees to provide a bulletin board space for the use of the Association and to permit the Association to post in such space items of general interest to the membership and pertaining to the affairs of the Association. It is agreed that no notices of an inflammatory nature shall

be posted on such space and all notices shall be cleared by the Human Resources Department before posting. Notices of Association meetings do not require prior approval and may be posted on the bulletin boards in individual departments.

5:08 The Association may hold meetings on Hospital premises, outside of normal working hours, provided facilities are available. If special set-ups are required, the Association will cover any associated costs for such arrangements.

#### ARTICLE 6 - ASSOCIATION MEMBERSHIP AND DUES

6:01 Membership in the Association shall be voluntary and open to all employees as defined in Article 1 herein who may seek to become members.

6:02 The Employer agrees to deduct each month from the wages of each employee as of her date of hire an amount certified by the Treasurer of the Association as being the monthly dues of the Association and to remit same to the Treasurer of the Association within thirty (30) days after such deduction is made. The Employer further agrees to provide the Association with a monthly list of all employees on whose behalf such deductions are being made and a monthly list of exceptions showing increases and decreases to the bargaining unit. A second copy of the exceptions list, shall be provided to the Bargaining Unit Representative monthly.

6:03 The Association shall hold the Hospital harmless with respect to all dues so deducted and remitted and with respect to any liability which the Hospital might incur as a result of such deduction and remittance.

6:04 Notice of any change in the amount of Association dues or formula for the determination of such dues will be provided in writing by the Association to the Personnel Department at least two (2) months prior to the commencement of the pay period in which-the new rate is to be implemented.

6:05 The Hospital agrees to include the total amount of union dues deducted in each calendar year on the employee's T4 forms.

#### ARTICLE 7 - NO DISCRIMINATION

7:01 The Hospital and the Association agree that there will be no intimidation, discrimination, interference, restriction or coercion exercised or practised

by either of them or their representatives or members because of an employee's membership or non-membership in the Association or because of her activity or lack of activity in the Association.

7:02 It is agreed that there will be no discrimination by either party or by any employees covered by this Agreement on the basis of race, creed, colour, national origin, sex, marital status, family status, sexual orientation, age, religious affiliation or any other factor which is not pertinent to the employment relationship.

7:03 a) It is agreed that every employee is entitled to a working environment free of harassment, including sexual harassment.

b) Harassment is defined as the engaging in vexatious comments or conduct that is known or ought reasonably to be known to be unwelcome. Sexual harassment shall be defined as any conduct, comment, gesture or contact of a sexual nature that might, on reasonable grounds, be perceived by that employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.

c) An employee who believes that she has been harassed may initiate a complaint in accordance with the Hospital's harassment policy or may file a grievance, whichever the employee wishes. It is understood that harassment complaints and grievances shall be treated with the utmost expediency and in the strictest confidence. At any stage in the complaint process or failing satisfactory resolution of any complaint lodged in accordance with the Hospital's policy, an employee may subsequently file a grievance on the same complaint. It is understood that the time limits for filing such a grievance shall commence on the day that the employee withdraws from action under the Hospital policy.

d) An employee has the right to the presence of an Association representative at any meeting, at any step in a complaint or grievance regarding harassment.

#### ARTICLE 8 - NO STRIKE OR LOCK-OUT

8:01 Members of the Association believe, as a matter of professional ethics, that patient care is their primary concern. On this account, and in view of the orderly procedure provided for the settling of grievances herein, and following signing of this Agreement, the Hospital agrees that it will not cause or direct any lock-out of its employees, and the Association agrees

that there will be no strike or other collective action which could stop, curtail or interfere with the work or operation of the Hospital during the term of this Agreement. The Association further agrees that, if such collective action takes place, it will repudiate it forthwith and require its members to return to work.

8:02 Any employee participating in any such strike or other collective action described in Article 8:01 will be subject to discipline, including discharge.

#### ARTICLE 9 - GRIEVANCE PROCEDURE

9:01 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that:

- a) An employee has no grievance until she has first given her immediate supervisor an opportunity of adjusting her complaint.
- b) In order to be considered a grievance, all complaints must be filed at Step 1 within ten (10) days of the alleged circumstances giving rise to the grievance.
- c) Where the grievance relates to compensation, the period for filing the grievance shall commence from the day that the grievor received her pay from the Hospital.
- d) Saturday, Sunday, recognized holidays or other days on which the Hospital offices are closed for regular business will not be counted in computing the time in which any action is to be taken or completed under the grievance or arbitration procedures.
- e) The time limits fixed in both the grievance and arbitration procedures may be extended by the written consent of the parties to this Agreement.
- f) All agreements reached under the grievance procedure between the representatives of the Hospital and the representatives of the Association will be final and binding upon the Hospital and the Association and the employees,

9:02 Step 1 - The employee, with the assistance of an Association Representative, if desired, may submit a written grievance signed by her to her immediate supervisor. The nature of the grievance and the remedy sought shall be set out in the grievance. Her immediate supervisor will deliver her decision in writing within five (5) days following the day on

which the grievance was presented to her. Failing settlement, the grievor may then proceed to Step 2, except if the employee's immediate supervisor is also her Department Head, then the grievance shall be submitted directly at Step 3.

9:03 Step 2 - Within five (5) days following the decision under Step 1, the employee and/or the Association representative may submit the written grievance to her Department Head, who will deliver her decision in writing within five (5) days from the date on which the written grievance was presented to her. Failing settlement, then:

9:04 Step 3 - Within five (5) days following the decision under Step 2, the employee and/or Association representative may submit the written grievance to the President, or her appointee, and a meeting shall be held to discuss the matter within five (5) days from the date on which the grievance is lodged under Step 3. At such meeting, the parties may have such counsel and assistance as they may desire present. A written decision will be given by the Hospital within five (5) days of such meeting.

9:05 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application or alleged violation of this Agreement, such grievance may be submitted to arbitration as set forth in Article 10:01. If no written request for arbitration is received within ten (10) days after the decision under Step 3 is given, it shall be deemed to have been settled and not eligible for arbitration.

9:06 Policy Grievance  
A complaint or grievance arising directly between the Hospital and the Association concerning the interpretation, application or alleged violation of the Agreement shall be originated under Step 3 within ten (10) days after the circumstances giving rise to the complaint have occurred. Failing settlement under Step 3 within the ten (10) days, it may be submitted to arbitration in accordance with Article 10. However, it is expressly understood that the provisions of this paragraph may not be used by the Association to institute a complaint or grievance directly affecting an employee which said employee could himself institute and the regular grievance procedure shall not be thereby bypassed.

9:07 No adjustment effected under the grievance procedure shall be made retroactive prior to five (5) days before the matter was raised under Article 9:01, save and except bookkeeping errors involving pay which shall not be retroactive to a date more than two (2) years prior to the date

when the matter was raised under Article 9:01.

9:08 If the Hospital fails to reply to a grievance within the time limits set out at any step, the grievor will submit her grievance to the next step of the grievance procedure. If the grievor fails to act within the time limits set out at any step, the grievance shall be considered abandoned.

9:09 Group Grievance

Where two (2) employees or more have identical grievances and each would be entitled to grieve separately, they may present a group grievance at Step 1 in the grievance procedure.

ARTICLE 10 - ARBITRATION

10:01 No grievance may be submitted to arbitration which has not been properly carried through all the requisite steps of the grievance procedure.

10:02 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting any grievance procedure established by this Collective Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the names of three (3) persons selected by the first party as being appropriate to act as the sole arbitrator herein. Within five (5) days thereafter, the recipient of the notice shall inform the first party as to whether or not any of the three (3) names submitted by the first party are acceptable to it as sole arbitrator, and in the event that the recipient of the notice is not able to accept any of the three (3) names so put forward it shall name three (3) persons deemed by it appropriate to act as sole arbitrator herein. Within five (5) days after such suggestions are received from the recipient of such notice, and in the event that none of the six (6) names so put forward are acceptable to both parties to act as sole arbitrator, the parties jointly agree to request the appropriate government agency for the Province of Ontario to appoint a sole arbitrator to hear such grievance.

10:03 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

10:04 The arbitrator shall not have jurisdiction to amend or add to any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement.

- 10:05 Each of the parties hereto will bear the fees and expenses, if any, of the sole arbitrator. In the event the parties agree to a Board of Arbitration, each party will bear the fee and expenses of the nominee appointed by it and the parties will jointly bear the fees and expenses, if any, of the chairperson of the arbitration board.
- 10:06 The decision of the arbitrator shall be final and binding upon the parties.
- 10:07 The Hospital and the Association may, by written agreement, substitute for a specific grievance, or grievances, a Board of Arbitration for the sole arbitrator provided for herein (whether or not such sole arbitrator has been constituted) and the Board of Arbitration shall possess the same powers and be subject to the same limitations as a sole arbitrator hereunder.

#### ARTICLE 11 - TERMINATION OF EMPLOYMENT

- 11:01 No employee shall be disciplined or discharged without just cause. It is understood that a lesser standard of just cause may be applied during the probationary period.
- 11:02 Discharge Grievance  
A claim by an employee that she has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged with the Hospital at Step 2 within four (4) working days after the day on which the employee has been notified orally of her discharge, or within five (5) working days after a registered letter has been sent to the employee's last known address, whichever occurs first. Such special grievance may be settled under the grievance or arbitration procedure by:
- a) confirming the Hospital's action in dismissing the employee;
  - b) reinstating the employee with payment to her for such time lost due to the discharge at her regular pay for her normally scheduled work for such period, less any amounts of money earned by the employee during such period;
  - c) by any other arrangement which may be deemed just and equitable.
- 11:03 Employees in senior positions shall normally give the Hospital at least three (3) weeks' notice in writing when resigning, and other employees below the position of senior shall provide at least two (2) weeks' notice in writing.



ARTICLE 12 - CONDITIONS OF EMPLOYMENT

- 12:01 It shall be the duty of employees to notify the Hospital promptly of any change of address, telephone number, name, next of kin, marital status, and number of dependents, in writing. Should an employee fail to notify the Hospital of change of address, the Hospital shall not be held responsible for the failure of any notices which may be required under the terms of this Agreement to reach such employee.
- 12:02 It is a condition of employment that all employees enrol in the Hospitals of Ontario Pension Plan and Group Life Insurance Plan in accordance with the regulations of these plans.
- 12:03 a) In recognition of the desirability of maintaining the highest possible standards of care for the public, the Hospital and the Association agree that, from and after the commencement of this Agreement, it shall be a condition of employment that where the law does not specify requirements, each employee herein shall be eligible for registration in the professional body pertaining to the job classification of any employee so affected.
- b) All employees who are required by law to be registered or certified with a governing body will be required to provide proof of current registration to their supervisor within three (3) months of the renewal date each year.

ARTICLE 13 - SENIORITY

- 13:01 a) Seniority is defined as length of service in the bargaining unit.
- b) New employees shall be on probation for a period of three (3) calendar months of continuous employment. If retained after the probationary period, each employee's seniority shall be effective from the date of last hire.
- c) The Hospital may extend the probationary period a maximum of one (1) month where it considers such extension to be in the best interest of the employee and the Hospital. The Association and the employee will be notified in writing of such extension and, upon request, the Hospital shall advise the employee and the Association of the basis for the extension.
- 13:02 A seniority list shall be compiled by the Hospital for all employees who have completed their probationary period based on each employee's date

of last hire. This date shall be adjusted to reflect any periods during which seniority is not accumulated. A copy of the seniority list shall be provided to the Association and to the Bargaining Unit Representative in January and June of each year, and a current copy of the list shall be maintained in the Human Resources Office and made available to employees upon request.

- 13:03 (a) Temporary employees who transfer into the bargaining unit from positions outside the bargaining unit shall be credited with their full service from last date of hire with the Hospital for the purposes of vacation entitlement.
- (b) In the event that a temporary employee is retained by the Hospital on a permanent basis, her seniority and service, for the purpose of salary, benefits, sick leave and vacation entitlement, shall be made retroactive to her last date of hire as a temporary employee, provided no break in service has occurred and, in the event that she is retained in the same job as originally hired for, her period of temporary employment shall be applied towards her probationary period, which shall be reduced proportionately. If the temporary employee was employed by the Hospital in a position outside the bargaining unit immediately prior to working in the temporary position, her service for the purpose of vacation entitlement shall be credited retroactive to her last date of hire with the Hospital.

- 13:04 Seniority rights and an employee's employment shall be deemed to have been terminated if she:
- a) voluntarily leaves the employ of the Hospital;
  - b) is discharged and the discharge is not reversed through the grievance procedure;
  - c) is off work due to sickness, accident or disability in excess of thirty (30) months, This clause shall be interpreted in a manner that is consistent with the Ontario Human Rights Code.
  - d) is off work due to layoff in excess of twenty-four (24) months;
  - e) is absent from work without permission for three (3) consecutive working days, unless an explanation satisfactory to the Hospital is given by the employee;
  - f) fails to return to work upon completion of an authorized leave

of absence and fails to furnish an explanation satisfactory to the Hospital or utilizes a leave of absence for purposes other than those for which the leave was granted;

g) fails to return to work within ten (10) working days after being recalled from layoff by notice sent by registered mail unless an explanation satisfactory to the Hospital is given by the employee.

13:05

a) An employee who agrees to work temporarily in a position outside the bargaining unit shall be treated in the same manner as an employee on an unpaid personal leave of absence. Such temporary assignment shall not exceed thirty-five (35) weeks without the agreement of the Association.

b) An employee who voluntarily transfers to a permanent position outside the bargaining unit shall forfeit her seniority rights. In the event that the employee returns to a position in the bargaining unit, her previous seniority is not available for reinstatement and her seniority shall begin accumulating as of the date she returns to the bargaining unit.

#### ARTICLE 14 - LAYOFF, RECALL, REDEPLOYMENT AND RETRAINING

##### 14:01 Notice of layoff

a) In the event of a planned layoff of less than three (3) months, the Hospital shall:

i) notify the Association as soon as possible with no less than thirty (30) days' written notice of the planned layoff; and

ii) notify the affected employee(s), as soon as possible with no less than thirty (30) days' written notice of layoff, or pay in lieu thereof.

b) In the event of a planned layoff of a permanent or long-term nature or of the elimination of a position within the bargaining unit, the Hospital shall:

i) notify the Association as soon as possible with no less than three (3) months' written notice of the planned layoff or elimination of position; and

- ii) notify the affected employee(s), if any, as soon as possible with no less than three (3) months' written notice of layoff, or pay in lieu thereof.

Where a planned layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Association provided in (i) above shall be considered notice to the Association of any subsequent layoff.

- c) Not later than two (2) weeks after the notice referred to in (a) above, the Association and the Hospital will meet through the Association-Hospital Committee to discuss the planned layoffs.
- d) Any agreement between the Hospital and the Association resulting from the above review concerning the method of implementation will take precedence over the other provisions of this Agreement.

#### 14:02 Layoff Provisions

- a) A "layoff" includes a temporary or permanent discontinuation of work or a reduction in hours of work of a position(s) due to a lack of work or reduction or discontinuation of service(s) for any reason.
- b) In the event of a layoff, temporary and probationary employees, in that order, shall be laid off in the reverse order of seniority. Thereafter, should a layoff of employees still be required, employees will be laid off in the reverse order of their bargaining unit seniority within the affected area, provided that the employees retained are qualified, able and willing to perform the work available.
- c) An employee who is subject to layoff shall have the right to:
  - i) accept the layoff; or
  - ii) opt to receive the separation allowance as outlined in Article 14.05; or
  - iii) opt to retire, if eligible under the terms of the Hospital of Ontario Pension Plan (HOOPP) as outlined in Article 14.06; or
  - iv) displace an employee who has lesser bargaining unit seniority in the same classification or an identical or lower paying classification in the bargaining unit, provided the employee originally subject to layoff is qualified to perform the duties of the displaced employee; or
  - v) displace one or more individuals who are regularly employed for less than twenty-four (24) hours per week in the same

classification or an identical or lower paying classification, provided the employee originally subject to layoff is qualified to perform the duties of the displaced employee. In this situation the employee shall remain a member of the bargaining unit and covered by the terms of this collective agreement.

- d) An employee is deemed to be qualified if she possesses the appropriate qualifications and is able to meet the normal requirements of the job or who would be able to meet the normal requirements of the job with the benefit of re-training. Such re-training will be at least equivalent to that which would be provided to new or external candidates. It is understood that the number of trainees in each section of a department will be the subject of discussions between the Association and the Hospital, but at least one (1) trainee per section will be allowed at any one time.
- e) In the event that a layoff commenced on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall not be **disentitled** thereto solely because of the day on which the layoff commenced.

#### 14:03 Notice of Recall

- a) Employees shall be recalled in' order of bargaining unit seniority, provided they have the qualifications and ability to perform the work available.
- b) An employee recalled to work in a different classification or position from which she was laid off shall be entitled to return to the classification or position she 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 her former position. This would take precedence over the normal job posting procedure.
- c) No new employee shall be hired into a department or division until any employee laid off from that department or division has been given the opportunity of re-employment.
- d) The Hospital shall notify employees of a recall opportunity by registered mail addressed to the last address on record with the Hospital. 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.

- e) Employees shall be given as much notice as possible of recall opportunities and, where practical, will be contacted personally by the Hospital prior to written notice being sent. An employee shall notify the Hospital of her intention to return to work within five (5) working days (exclusive of Saturday, Sunday and paid holidays) of receipt of the recall notice and shall return to work within ten (10) working days of being notified or on a date that is mutually agreeable between the employee and the Hospital.
- f) Employees on layoff shall be given preference, in order of seniority, for temporary vacancies which are expected to exceed ten (10) working days, unless the temporary vacancies are planned leaves of absence, in which case it shall be five (5) working days. Such temporary assignments shall be offered on a voluntary basis and normally shall not affect an employee's position on the recall list. The employee shall receive credit for service and seniority for all temporary assignments worked in the bargaining unit under this provision. In addition, the time that an employee is considered off work for the purpose Article 13:04(d), does not include the time worked in any temporary assignment. If the temporary assignment exceeds sixty (60) calendar days, the twenty-four (24) month recall period in Article 13:04(d) recommences at the end of the temporary assignment.
- g) An employee is entitled to refuse an offer of recall to a job that is substantially different from the job held by the employee prior to going on layoff. Under these circumstances, the employee shall retain full recall rights, including her seniority ranking on the recall list.
- h) If an employee refuses an offer of recall to a job that is the same or similar to the job from which she was laid off and does not have good reasons for doing so, the employee shall be placed on the bottom of the recall list. Good reasons for refusing such an offer include circumstances for which approved leave is granted under the terms of this Agreement.

14:04 Separation Allowance

- a) Where an employee resigns within thirty (30) days after receiving notice of layoff pursuant to Article 14.01 (b) that her position will be eliminated, she shall be entitled to a separation allowance of one (1) week's salary for each year of continuous service to a maximum of twenty-six (26) weeks pay plus a pro-rated amount for any additional partial year of service, on the basis of the employee's normal weekly

earnings. If the employee is terminated prior to the end of the minimum notice period, she shall receive the balance of the notice as severance pay.

- b) An employee may elect to defer receipt of this severance payment while her recall rights are still in effect. Once an employee does opt to receive the severance payment, she shall be deemed to have resigned and her recall rights shall be extinguished.

14:05 Retirement Allowance

- a) Within thirty (30) days from the date of notice of layoff an employee who has received notice of layoff of a permanent or long-term nature, may retire provided that the employee is eligible to retire under the terms of the Hospitals of Ontario Pension Plan. An employee who chooses this option will receive severance pay on the basis of one (1) week's pay for each year of service, plus a pro-rated amount for any additional partial year of service with the Hospital to a maximum of twenty-six (26) weeks, on the basis of the employee's normal weekly earnings. In addition, employees will receive a lump sum payment equal to \$1,000 for every year less than age 65, to a maximum of \$5,000. If the employee is terminated prior to the end of the minimum notice period, she shall receive the balance of the notice as severance pay.
- b) The Hospital will also offer any employee who is eligible for early retirement under HOOPP a retirement option as provided above, in order to avoid potential layoffs in the unit.

14:06 Continuation of benefits

- a) In the event of a layoff, the Hospital shall pay its share of insured benefits premiums up to three (3) months from the end of the month in which the layoff occurs or until the laid-off employee is employed elsewhere, whichever occurs first.

14:07 Training to Prevent Layoff

The Association-Hospital Committee will be used by the parties to identify training needs of employees, including retraining to prevent layoff. This will include:

- a) identifying opportunities for employees to obtain new skills;

- b) developing procedures for employees to apply for and be selected for available training opportunities;
- c) confirming special adjustments to work schedules in order to enable employees to participate in training;
- d) approving proposals to the Health Sector Training and Adjustment Program (HSTAP) for financial assistance.

ARTICLE 15 - JOB POSTING, PROMOTION AND TRANSFER

15:01 An appointment to a new position constitutes a promotion where:

- i) the maximum rate of pay applicable to a new position to which the appointment is made exceeds the maximum rate of pay applicable to the position held immediately prior to the appointment, and additionally;
- ii) the position to which the employee is appointed requires additional responsibilities.

15:02 An employee who is promoted to a higher rated classification within the bargaining unit will be placed on the grid of the higher rated classification so that she shall receive no less an increase in salary than the equivalent of one step on the salary rate of her previous classification (provided that such increase does not exceed the salary range of the classification to which she has been promoted) and she shall retain her service review date for purposes of wage progression.

- 15:03 a ) The Hospital shall post a notice of all vacant or new positions in the bargaining unit, including temporarily vacant positions which are reasonably expected to exceed three (3) months.
- b) Such notices shall be posted on the bulletin board provided for that purpose by the Hospital for a period of seven (7) working days, exclusive of Saturday, Sunday and statutory holidays. In the event that a posted position is filled by a member of the bargaining unit, the newly created vacancy need only be posted for three (3) working days, exclusive of Saturday, Sunday and statutory holidays.
  - c) The posting shall stipulate the qualifications, job duties, classification, rate of pay, department and shift and a copy shall be provided to the Association and the Bargaining Unit Representative.



- d) The Hospital agrees to notify any employee on layoff of a job posting.
  - e) Applicants, including employees on layoff, may make written application for such job vacancy within the period specified in the posting. It is understood that regular employees may apply for temporary vacancies in order to broaden their skills and experience and that their employment status will not be affected by such a transfer.
  - f) This posting procedure described above may be altered or eliminated by mutual consent of the Hospital and the Association.
- 15:04
- a) In scheduling interviews to assess applicants to any job posting the Hospital will endeavour to arrange an interview time that is mutually agreeable between the applicant and the interviewer.
  - b) Employees shall be selected for posted positions on the basis of their performance, ability, experience and qualifications. Where these factors are relatively equal amongst the employees considered, seniority shall be the deciding factor. Internal applicants who apply in response to a general advertisement of the job will be given preference over external applicants in consideration of their seniority with the Employer.
- 15:05
- An employee may make a written request for transfer or promotion by filing a Request for Transfer Form with the Human Resources Department, indicating her name, qualifications, experience, present area of assignment, seniority and requested area(s) of assignment. A Request for Transfer or Promotion shall become active as of the date it is received by the Hospital and shall remain so until December 31 following. Such requests will be considered as applications for posted vacancies.
- 15:06
- a) The name of the successful applicant will be posted on the department bulletin board.
  - b) At the request of the employee, the Hospital will discuss with the unsuccessful applicant ways in which the employee can improve her qualifications for future postings.
- 15:07
- No employee shall be transferred to a position outside this bargaining unit without her consent.
- 15:08
- If, following an internal job posting, no persons apply or no applicants have the necessary qualifications, performance, ability and experience,

then the Hospital may fill the job in its discretion.

15 09 Status of an employee who is promoted pursuant to the provisions of this clause is probationary for a period of three (3) consecutive months. In the event that the employee proves unsatisfactory in the opinion of the Hospital, or the employee is not satisfied with the position, during this period, she will be returned to her former position and salary without loss of seniority and any other employee promoted or transferred because of the initial promotion shall also be returned to her former position and salary without loss of seniority.

#### ARTICLE 16 - HOURS OF WORK

- 16 01 a) The normal daily shift shall be composed of seven and one-half (7-1/2) hours, exclusive of an unpaid meal period. The normal weekly hours of work shall consist of thirty-seven and one-half (37-1/2) hours per week, or seventy-five (75) hours over a two (2) week pay period, as scheduled by the Hospital. It is understood, however, that this shall not be, nor construed to be, a guarantee as to the hours of work per day, nor as to the hours of work per week, nor as a guarantee of working schedules.
- b) Individual employees and/or groups of employees may, by mutual agreement with their immediate supervisor, establish work schedules that include shifts that are different from the normal daily shift described in Article 16.01 (a). Such flexible work arrangements must be approved in advance through a Memorandum of Agreement between the Hospital and the Association.
- c) Shifts that are different from the normal daily shift shall be introduced into any unit when eighty percent (80%) of the employees in the unit agree to such shifts by secret ballot and the Hospital agrees to implement the different length of shift. Such agreement by the Hospital shall not be withheld in an unreasonable or arbitrary manner.
- d) Shifts that are different from the normal daily shift may be discontinued in any unit when more than fifty percent (50%) of the employees in the unit so indicate by secret ballot or by the Hospital because of proven adverse effect on patient care or inability to provide a workable staffing schedule. When notice of discontinuation is given by either party in accordance with the foregoing, then the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation. Where it is determined that the different shift will be discontinued, affected employees shall be

given sixty (60) days' notice before the schedules are so amended.

- 16:02 All employees shall be entitled to two (2) fifteen (15) minute rest periods, one in each half shift, provided that each half shift is at least three and one-half (3-1/2) hours in duration.
- 16 03 Each employee shall be allowed a lunch period without pay of not less than thirty (30) minutes in duration during a seven and one-half (7-1/2) hour shift. Should an employee be required to work during such scheduled lunch period, additional time off shall be provided to her during the course of her shift, or in the alternative, she shall be given the choice of leaving her work early. If neither of the above options is possible, then such time worked during the lunch period shall be counted as overtime.
- 16:04 a) The Hospital will endeavour to post the shifts of each employee, including weekends and paid holidays, as soon as possible, but will post no later than two (2) calendar months prior to the effective date of the schedule. As much as possible, evening, night and weekend shifts shall be distributed equitably among employees in a particular area or division. This provision does not restrict employees from requesting a permanent evening or night shift.
- b) The Hospital will endeavour to arrange shifts for no more than seven (7) consecutive days worked without the employee's consent. The foregoing shall have no application where other scheduling arrangements are provided acceptable to the Hospital and the employees affected and approved by the Association.
- c) An employee may request changes in the posted time schedule provided she is able to find another employee willing to exchange days off or shifts. It is understood that a change in shift initiated by an employee shall be in writing, co-signed by the employee willing to exchange and be approved by the Hospital.
- d) It is understood that a change in shift initiated by an employee shall not result in any overtime or other premium payments, unless the employee is required by the Hospital to work overtime on such shift or unless there is a premium attached to the shift into which an employee switches.
- e) The Hospital will endeavour to provide as much advance notice as is practicable of a change in the schedule. Changes to the work schedule shall be brought to the attention of the employee. Where less than twenty-four (24) hours' notice is given personally to the

employee, time and one-half (1-1 /2) the employee's regular straight time hourly rate will be paid for all hours worked on the first shift of the new schedule.

16:05 The Hospital agrees that, when considering a major change in the scheduling system, it shall consult with the employees concerned. This shall begin as early as possible and not less than three (3) months prior to the expected date of implementation.

16:06 It is recognized by the parties that the Hospital must meet the needs of the public on a continuing basis and that overtime work may sometimes be necessary. Accordingly, employees agree to work such overtime, as required.

16:07 The Hospital agrees that employees in the bargaining unit shall not be required to punch time clocks.

16:08 a) Employees will not normally be scheduled to work two (2) shifts with less than twelve (12) hours off in between.

(b) In the event that the Hospital does require an employee to work with less than twelve (12) hours off between shifts, and such requirement is not the result of a change in schedule covered by 16.04(c), the first four (4) hours of the second shift shall be paid at the rate of time and one-half (1-1/2) her regular hourly rate.

(c) When an employee is required to work a second shift on a Paid Holiday with less than twelve (12) hours off between shifts, and such requirement is not the result of a change in schedule covered by 16.04(c), the first four (4) hours of the second shift shall be paid at two (2) times her regular hourly rate.

#### ARTICLE 17 - OVERTIME, STANDBY, CALLBACK, SHIFT PREMIUM

17:01 a) Overtime is defined as authorized work performed by an employee in excess of seven and one-half (7-1/2) hours per day, or in excess of seventy-five (75) hours of work over a two (2) week pay period. Overtime shall be paid for at the rate of time and one-half (1-1 /2) the employee's regular straight time hourly rate of pay for all hours so worked and shall be paid to the nearest fifteen (15) minute interval. It is understood that it is not considered overtime when employees have agreed to a system of scheduling that equalizes hours over a longer time period than two (2) weeks.

- b) Where an employee is required to work authorized overtime in excess of her regularly scheduled hours on a paid holiday, but not including hours on a subsequently regularly scheduled shift, such employee shall be compensated for such overtime at the rate of two (2) times the regular straight time hourly rate prorated for each completed fifteen (15) minutes of overtime worked.

17:02 Where an employee has worked and accumulated approved overtime hours (other than overtime hours related to paid holidays), such employee shall have the option of electing payment at the applicable overtime rate or time off equivalent to the applicable overtime rate (e.g., 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 four (4) 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.

17:03 Regular straight time hourly rate means the product of the employee's monthly salary as specified in Schedule "A", multiplied by twelve (12) and divided by 1950.

17:04 It is understood and agreed that there will be no duplication of premiums under this Collective Agreement nor pyramiding of premium payments of any kind.

17:05 Standby

- a) An employee required to standby or remain available for callback duty on other than regularly scheduled hours shall be paid at the rate of two dollars and fifty cents (\$2.50) for each hour that she is required to remain on standby. Where such standby duty falls on a paid holiday, the employee shall receive standby pay at the rate of three dollars (\$3.00) for each hour.

- b) The number of hours paid for callback shall be deducted from the hours of standby pay. However, an employee shall be entitled to a minimum of six dollars (\$6.00) for each period of standby, even if called back to work.

17:06 Callback

An employee who is called back to work or who is required to return to work after leaving the Hospital premises and outside of her regular

scheduled hours shall be paid one and one-half (1-1/2) times her regular straight time hourly rate for all hours worked, or a minimum of four (4) hours at her regular straight time hourly rate, whichever is greater, for each callback. In the event that a callback period overlaps and extends into an employee's regular shift, she shall receive only time and one-half (1-1/2) for the hours actually worked prior to the commencement of her regular shift.

17:07 Transportation allowance for each callback will be paid at the rate of ten dollars (\$10.00) per round trip, or cab fare will be paid for those employees who are unable to provide their own transportation.

17:08 Shift Premium

- a) Employees on an afternoon shift shall be entitled to a shift premium in the amount of one dollar (\$1 .00) per hour for each full and completed afternoon shift.
- b) Employees on a night shift shall be entitled to a shift premium in the amount of one dollar and twenty-five cents (\$1.25) per hour for each full and completed night shift.
- c) An employee who works a regularly extended shift shall be paid a shift premium of one dollar (\$ 1 .00) for each hour worked outside the normal hours of the seven and one-half (7-1/2) hour day shift, provided such hours exceed two (2) hours if worked in conjunction with the day shift.

17:09 Employees who work approved overtime in excess of two (2) hours of their regularly scheduled shift on that day shall receive a one-half (1 /2) hour paid rest period and shall be provided with a hot meal or four dollars (\$4.00) if the Hospital is unable to provide the hot meal.

17: 10 Weekend Premium

An employee shall be paid a weekend shift premium of one dollar and thirty-five cents (\$1.35) for each hour worked between 2400 hours Friday to 2400 hours Sunday or such other 48 hour period that the Hospital may establish.

ARTICLE 18 - LEAVES OF ABSENCE

18:01 a) A leave of absence without pay may be granted at the discretion of the Hospital. During any such unpaid leave of absence in excess of

thirty (30) continuous calendar days, the employee will be suspended from earning sick leave and vacation credits. Requests for a leave of absence under this article will be made in writing to the Department Head and the reply will be in writing.

- b) 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.
- c) 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 she is participating for the period of the absence. The employee may arrange with the Hospital to prepay the full premium of any applicable subsidized benefits in which she is participating during the period of 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 a disability resulting in WCB or LTD benefits.

#### 18:02 Bereavement Leave

- a) Should a death occur in the immediate family of an employee covered by this Agreement she shall be granted time off without loss of her regular pay, of up to three (3) consecutive scheduled days within a seven (7) day period that includes the day of the funeral. The employee's regular pay shall be computed by multiplying her regular straight time hourly rate, plus applicable premiums, times the number of hours the employee would otherwise have worked during the period of three (3) days.
- b) Immediate family means father, mother, spouse (including same-sex spouse), child, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchild or grandparents, guardian or stepparent.

- c) In the event the funeral is delayed for any reason, the day of the funeral shall be granted as a bereavement day provided that the total number of days paid for bereavement shall not exceed three (3). Bereavement leave on an unpaid basis may be extended, at the discretion of the Hospital, to permit reasonable travel time if the place of burial is outside the Province of Ontario or for other reasons.
- d) Where an employee's scheduled vacation is interrupted due to a bereavement, the employee shall be entitled to bereavement leave in accordance with Article 18.02.
- e) The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be counted against the employee's vacation credits.

18:03 Jury Duty

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

- a) notifies the Hospital immediately on the employee's notification that she will be required to attend court;
- b) presents proof of service requiring the employee's attendance;
- c) deposits with the Hospital the full amount of compensation received, excluding mileage, travelling and meal allowances, and an official receipt thereof.

18:04 Pregnancy Leave

- a) Pregnancy leave of absence will be granted in accordance with the provisions of the Employment Standards Act, except where amended by this provision.
- b) An employee who is pregnant and who has been employed for at least thirteen (13) weeks immediately preceding the expected date of birth shall be entitled, upon her written application, to a pregnancy leave of absence of a maximum of seventeen (17) weeks from employment.



An employee entitled to pregnancy leave of absence under Article 18:04 is also entitled to parental leave of absence under Article 18:05, such that a pregnant employee is entitled to a combined total of thirty-five (35) weeks' leave of absence prior to and after delivery.

- c) The employee shall give the Hospital written notification at least four (4) weeks in advance of the anticipated date of the commencement of her leave of absence and of the expected date of return. Where circumstances change such that the date of the commencement of the pregnancy leave originally anticipated by the employee changes, the employee shall notify the Hospital thereof as soon as possible.
- d) An employee not intending to return to work with the Hospital is required to advise her supervisor in writing at least four (4) weeks prior to the expiry of her pregnancy leave.
- e) The Hospital, on the request of the employee, will make every effort to work with the employee to assign her duties which will take her pregnancy into account, where possible. If an employee becomes ill as a result of a complication arising out of pregnancy, Article 20 shall apply up to her estimated date of delivery or requested date of commencement of pregnancy leave, whichever is first.
- f) An employee granted pregnancy leave shall be reinstated to her former position and job duties, unless they have been discontinued, in which case she shall be given a comparable job in terms of level of responsibility and remuneration, with no loss of wages or benefits.
- g) Notwithstanding Article 18:01, 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 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.
- h) 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 18 of the Unemployment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between

seventy-five percent (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 (2) 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. 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, plus any wage increase or salary increment that she would be entitled to if she were not on pregnancy leave.

18:05 Parental Leave

- a) Parental leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended by this provision.
- b) An employee who has been employed for at least thirteen (13) weeks and who is the parent of a child is entitled to a parental leave of absence without pay for a maximum of twenty-eight (28) weeks following:
  - i) the birth of a child, or
  - ii) the coming of the child into the care, custody and control of a parent for the first time.
- c) The parties acknowledge that "parent" is defined by the Employment Standards Amendment Act (Pregnancy and Parental Leave) 1990 to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with the parent of the child and who intends to treat that child as his or her own.
- d) The employee shall give the Hospital written notification at least four (4) weeks in advance of the anticipated date of the commencement of her leave of absence and of the expected date of return. If, because of late receipt of confirmation of a pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.
- e) An employee not intending to return to work with the Hospital is

required to advise her supervisor in writing at least four (4) weeks prior to the expiry of his or her parental leave.

- f) An employee granted parental leave shall be reinstated to his or her former position and job duties, unless they have been discontinued, in which case he or she shall be given a comparable job in terms of level of responsibility and remuneration, with no loss of wages or benefits.
- g) Notwithstanding Article 18:01, service and seniority will accrue for a maximum period of eighteen (18) weeks if an employee's absence is due to parental leave. In addition, the Hospital will continue to pay its share of the premiums of subsidized employee benefits in which the employee is participating 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 his or her contributions.
- h) 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, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of his or her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits during the leave and any other earnings. Such payment shall commence following completion of the two (2) 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. 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 plus any wage increase or salary increment that she would be entitled to if she were not on parental leave.

#### 18:06 Association Leave

- a) Leave of absence shall be granted to employees who are elected or appointed to represent the Association at meetings, conventions or conferences, provided the Hospital receives notification two (2) weeks in advance and provided such leave does not interfere with the efficient operation of the Hospital. All such leave shall not exceed a total of ten (10) days in any calendar year and not more than one (1) employee from the same department or division. The Hospital agrees to pay the employees during such leaves and to invoice the

Association for reimbursement of such pay.

- b) The Hospital agrees to consider a request for a leave of absence without pay and with no accumulation of seniority for an employee elected or appointed to a paid position with the Association provided such leave does not interfere with the efficient operation of the Hospital. Such leave, if granted, shall be for a period of one (1) calendar year only and only one (1) employee in the bargaining unit may be on such leave at the same time. The granting of such leave shall not be unreasonably withheld.

#### 18:07 Education Leave

- a) An employee who attends a course required by the Hospital shall be reimbursed for all reasonable expenses above normal daily expenses incurred by the employee relating to the course, on presentation of receipts.
- b) An employee who chooses to attend a course that is directly related to her job and that was approved by her supervisor in advance, shall be reimbursed a portion of the costs of the course according to the policy and budget of the department or division. The department or division must provide employees with the most recent and available information regarding policies and funds for courses. The employee must apply in writing in advance for authorization from her supervisor to attend the course and must present receipts when claiming the portion of expenses that had been approved.

#### 18:08 Pre-Paid Leave Plan

- 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, Labour Relations, 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 on the basis of seniority. The employee will be informed

of the disposition of her application as soon as is reasonably possible after the closing date for applications.

- c) The total number of employees that may be accepted into the Pre-Paid Leave Plan in any one plan year as defined in Article 18:08(l) from this Bargaining Unit shall be three (3). Where there are more applications than spaces allotted, seniority shall govern subject to (b) above.

d) Nature of Final Agreement

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

- i) A statement that the employee is entering the Plan in accordance with Article 18:08 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. During the four (4) years of salary deferral, twenty percent (20%) of the employee's gross annual earnings will be deducted and held for the employee. Such deferred salary will not be accessible to the employee until the year of the leave or upon the collapse of the plan. An employee may request that the deferral portion of the plan be less than four (4) years and the percentage of the employee's gross annual earnings which will be deducted and hold will be increased accordingly.

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.

Reasonable effort will be made by the Hospital to invest deferred salaries

in a manner calculated to attract interest rates comparable with those of Government of Canada Treasury Bills.

All deferred salary plus interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Hospital and the employee.

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.

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

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

i) Assignment on Return

On return from leave, a participant will be assigned to her 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 mutually agreeable time, or of withdrawing from the Plan as outlined in section ( j).

l) Plan Year

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

m) Status: of Replacement Employee

Only the original vacancy resulting from an absence due to Pre-Paid Leave will be' posted.

Employees in the bargaining unit at the Hospital represented by Allied Health 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 her 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.

ARTICLE 19 - UNIFORMS

19:01 It is agreed that, where the Hospital requires uniforms to be worn, such uniforms shall be supplied, repaired and laundered by the Hospital. It is further agreed that the number and style of the uniforms supplied shall be at the discretion of the Hospital and shall remain the property of the Hospital.

ARTICLE 20 - SICK LEAVE AND LONG-TERM DISABILITY

20:01 Pay for sick leave is for the sole and only purpose of protecting the employee against loss of regular income when she is legitimately ill and unable to work.

20:02 In order to receive sick leave pay, an employee shall notify her immediate supervisor as soon as possible before the start of her shift, so that a replacement can be obtained or rearrangement of the employee's work schedule can be made.

20:03 Employees shall not be entitled to sick leave for sickness or accident compensable by the Workers' Compensation Board.

20:04 The Hospital will assume total responsibility for providing and funding a short-term sick leave plan at least equivalent to that described in the 1984 Hospitals of Ontario Disability Income Plan brochure.

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

20:05 Existing sick leave credits for each employee shall be converted as of the date of transfer to a sick leave bank to the credit of the employee at the then current rate per diem of pay based on her regular straight hourly rate. The "sick leave bank" shall be utilized to supplement payment for sick leave days under the new program which would otherwise be at less than full wages. This will be equal to one hundred percent (100%) of the employee's gross earnings to the limit of the employee's accumulated sick leave bank.

20:06 There shall be no pay reduction from an employee's regular scheduled shift when an employee has completed any portion of the shift prior to going on sick leave benefits or Workers' Compensation benefits.

20:07 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.

20:08 The short-term sick leave plan shall be registered with the Unemployment Insurance Commission (UIC). The employees' share of the employer's unemployment insurance premium reduction will be retained by the Hospital towards offsetting the cost of the benefit improvements



contained in this Agreement.

20:09 If an employee is absent from work as a result of an illness or injury sustained at work, and has been waiting approval of a claim for Workers' Compensation for a period longer than one complete pay period, she may apply to the Hospital for equivalent to the lesser of the benefit she would receive from Workers' Compensation if her claim was approved, or the benefit to which she would be entitled under the short-term sick plan. The employee must provide the Hospital with evidence of disability and a written undertaking that any payments will be refunded to the Hospital following final determination of the claim by the Workers' Compensation Board. If the claim for Workers' Compensation is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short-term sick plan.

#### ARTICLE 21 - HOLIDAYS

21:01 Where an employee has completed twenty (20) working days of employment, such employee shall be entitled to receive the appropriate pay for the following paid holidays,, provided she fulfils the other qualifying provisions set out below:

|                |                  |
|----------------|------------------|
| New Year's Day | Labour Day       |
| Good Friday    | Thanksgiving Day |
| Victoria Day   | Christmas Day    |
| Dominion Day   | Boxing Day       |
| Civic Holiday  |                  |

21:02 Anniversary Day and 11 th and 12th Floating Holidays

- a) An employee will be granted one additional day annually in conjunction with her anniversary of employment. The day actually granted by the Hospital shall be considered to be her Anniversary Day and shall be scheduled by mutual agreement between the employee and her supervisor.
- b) In addition to the paid holidays listed in Article 21 .01 and the Anniversary Day, each employee will be granted two (2) floating non-premium holidays in each calendar year. Each of these two (2) holidays may be taken immediately preceding or following a vacation period and/or to provide a three (3) day weekend, with due consideration to the employee's request and the efficient operation of the Hospital. These days will be considered as separate holidays and will not be combined or be taken in conjunction with another authorized holiday to provide a four-day weekend. They cannot be

carried over from one year to the next.

- c) If an employee terminates employment before taking her full entitlement of floating holidays and/or her Anniversary Day, if applicable, the remaining days will be scheduled prior to the employee's last day of work and Article 21.03(d) does not apply.

21 03 The parties hereto recognize that the Hospital must extend daily service to patients and that the Hospital operates on a twenty-four (24) hour, seven (7) day basis. It is, therefore, necessary to retain some of the employees on duty even on holidays. The hospital agrees, however, to distribute the requirement to work on paid holidays equitably amongst all the employees in a particular area or division as much as possible. The following regulations will govern the granting of holidays:

- a) employees who are not required to work on the above holidays shall be given the day off with pay;
- b) an employee required to work on any of the foregoing holidays shall be paid at one and one-half (1-1 /2) times her regular straight time hourly rate of pay for all hours worked on such holiday. In addition, she shall receive any holiday pay to which she may be entitled or, at the option of the employee, an equivalent amount of time off in lieu of holiday pay with pay at her regular straight time hourly rate of pay. Such lieu day shall be scheduled in accordance with the operational requirements of the Hospital. In order to qualify for holiday pay or a lieu day off, an employee must qualify under the provisions of Article 21:03(d);
- c) holiday pay will be computed on the basis of the number of hours the employees would otherwise work had there been no holiday at her regular straight time hourly rate of pay;
- d) in order to qualify for each holiday, the employee must work her full scheduled shift immediately preceding and following the holiday;
- e) if a holiday falls during an employee's scheduled vacation period or on an employee's scheduled day off, an additional day off with pay shall be scheduled by mutual agreement;
- f) where a holiday falls on a Saturday or Sunday, the premium day shall be the actual date of the holiday but the Hospital shall designate an adjacent day as the day off for the purposes of Article 21.03 (a);

g) Subject to Article 21:03(b), an employee who works approved overtime on a holiday will be paid at two (2) times her regular rate of pay for such overtime worked.

21:04 It is understood and agreed that an employee commencing duty at 2330 hours immediately prior to a holiday shall be paid at the rate of one and one-half (1-1 /2) times the employee's regular straight time hourly rate of pay for all hours worked. It is further understood and agreed that the employee commencing duty at 2330 hours falling on the day of a statutory holiday shall be paid at her regular straight time hourly rate of pay for the entire period of duty.

21:05 A statutory holiday that occurs during the course of or at the end of an unpaid leave of absence shall not be paid.

#### ARTICLE 22 - VACATIONS

22:01 The vacation year shall be from each employee's anniversary date to anniversary date.

22:02 An employee in the active employ of the Hospital is entitled to vacation on the following basis:

- a) if actively employed for less than three (3) years of continuous employment:
  - 1.25 days of vacation with pay for each month of service (fifteen (15) working days per annum);
- b) if actively employed for three (3) years, but less than fifteen (15) years of continuous employment:
  - four (4) weeks' annual vacation with pay as of their anniversary date (1.67 days per month, or twenty (20) working days per annum);
- c) if actively employed for fifteen (15) years but less than twenty-five (25) years of continuous employment:
  - five (5) weeks' vacation with pay as of their anniversary date (2.08 days per month, or 25 working days per annum)
- d) if actively employed for twenty-five (25) years or more of continuous employment:
  - six (6) weeks' vacation with pay as of their anniversary date (2.5 days per month, or thirty (30) working days per annum)

- 22:03 a) It is understood and agreed that the Hospital will give every consideration to an employee's preference as to the timing of her vacation. The Hospital also agrees to endeavour to schedule off the weekends prior to and at the end of vacations at the request of the employee. If necessary, the Hospital will reserve the right to the final decision as to the scheduling of vacations.
- b) For the purpose of scheduling vacation, the vacation year shall be April 1st to March 31st. The vacation application schedule shall be posted not later than January 1st of each year.
- c) Whenever possible, any overlapping as to the preference of employees for vacation dates will be resolved by their respective seniority provided the vacation requests were submitted prior to February 1st. Confirmation of vacation will be provided through the posting of the vacation schedule by March 1st.
- d) Requests for vacations that are submitted after February 1st of each year will be treated on a first-come, first-served basis in terms of scheduling.
- e) Employees are entitled to use vacation time for personal or family emergencies and it is understood that such vacation cannot be scheduled in advance and is not subject to the limits in Article 22.06.
- 22:04 Subject to Article 22:02, an employee may accumulate vacation credits for a maximum of eighteen (18) months' service or may carryover up to six (6) months' vacation credit entitlements into the next vacation year. The Hospital may require an employee to schedule vacation within a reasonable time period, should the employee's accumulated credits exceed this amount.
- 22:05 Payment of vacation pay will be based on the employee's straight time hourly rate. In cases where the vacation allowance based on this calculation results in a fractional day, the person shall be given the full day off, but only paid for the fraction of a day.
- 22:06 An employee who leaves the employ of the Hospital for any reason shall be entitled to receive any unpaid vacation pay which has accrued to the employee to the date of separation.
- 22:07 Where an employee's scheduled vacation is interrupted due to 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 provision(s) will not be counted against the employee's vacation credits. As well, a physician's certificate indicating the amount of time the employee must stay off work following such hospitalization will be considered sick leave.

ARTICLE 23 - BENEFITS

- 23:01 The Hospital agrees to contribute one hundred percent (100%) of the billed premium of an insurance plan that provides for semi-private coverage.
- 23:02 The Hospital agrees to contribute one hundred percent (100%) of the billed premium of the Hospitals of Ontario Group Life Insurance Plan for each eligible full-time employee in the active employ of the Hospital and in the Bargaining Unit who has completed her probationary period. In accordance with the regulations of the Plan, it is a requirement that employees must enrol in the Plan at the beginning of the fourth month of employment.
- 23:03 The Hospital shall contribute, on behalf of each eligible employee, seventy-five percent (75%) of the billed premium under the Extended Health Care Plan. The deductible for the Extended Health Care Plan will be \$15 (single) and \$25 (family) and coverage will include vision care with a maximum of \$90 every twenty-four (24) months per person.
- 23:04 The parties agree that any and all divisible surplus or excess credits or refunds or reimbursements under whatever name that may arise during the term of the Collective Agreement and result from lower premium amount (under the Ontario Health Insurance Act, or any other legislation or other benefit plans), than the total amount paid by the Hospital and the employee at the commencement of the Agreement as premium payments for present health services shall accrue to and for the benefit of the Hospital, notwithstanding any legislation to the contrary.
- 23:05 Dental Plan  
Eligible employees in the bargaining unit shall participate in the Group Dental Plan (Blue Cross #9 or its equivalent - current ODA fee schedule). The Hospital shall contribute seventy-five percent (75%) of the billed premium.
- 23:06 In any case, where the Hospital is paying a portion of the billed premium for any plan, the balance of the monthly premium shall be paid by participating employees through payroll deduction.

- 23:07 Employees who work less than thirty-seven and one-half (37-1/2) hours per week shall be entitled to the above-mentioned payment of premiums on a pro-rata basis in accordance with the number of hours worked.
- 23:08 The Hospital may, at any time, substitute another carrier for any plan (other than OHIP) provided that the benefits conferred thereby are not in total decreased. Such substitution will not occur on less than sixty (60) days' notice to the Association.
- 23.09 In addition to their hourly rate, temporary employees shall receive in lieu of all fringe benefits (being those benefits to an employee paid in whole or part by the Hospital, as part of direct compensation or otherwise, including holiday pay, save and except salary, vacation pay, standby pay, call-back pay, weekend premium, shift premium, responsibility allowance, bereavement leave, jury duty pay) an amount equal to fourteen percent (14%) of her regular straight time hourly rate for all hours paid.

#### ARTICLE 24 - SALARIES AND ALLOWANCES

- 24:01 The employees who work the maximum hours provided by this Agreement (not including overtime) whether received by monetary or lieu time compensation, shall receive the monthly salaries set out in Schedule "A". Employees working less than their regular hours (37-1/2) will have their salary pro rated.
- 24:02 Annual salary increments will normally become effective the first pay period following the employee's review date in their current classification.
- 24:03 Technicians who become registered technologists will be reclassified retroactive to the date shown on the employee's certificate of registration.
- 24:04 The Hospital agrees to inform new employees that a claim for recent related experience, if any, shall be made in writing by the employee at the time of hiring. The Hospital shall credit each employee with one (1) increment level for each year of related experience up to a maximum of two (2) increment levels below the maximum of the salary scale. Part-time work experience shall be credited as sixteen hundred and fifty (1 650) hours of work equals one (1) year of experience.

Current employees who were eligible to claim credit under the formula of one (1) increment for every two (2) years of experience may make a claim under the present provision and have their position on the salary grid adjusted, effective April 1, 1991 up to a maximum of two (2) increment

levels below the maximum of the salary scale.

24:05 Responsibility Allowance

Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher-paying classification for a period in excess of half (1/2) a shift, she shall be paid responsibility allowance of one dollar and twenty cents (\$1.20) for each hour worked in such capacity. An employee who is required to assume "in-charge" responsibility on weekends, evenings or night shifts shall also be paid the responsibility allowance. Responsibility allowance shall be paid in addition to regular salary and shift premium.

ARTICLE 25 - GENERAL

25:01 Discipline

- a) At the time that formal discipline is imposed, or at any stage of the grievance procedure, including the complaint stage, an employee is entitled to be represented by her Association Representative. The Hospital agrees to notify employees of this right in advance.
- b) Any letter of discipline, suspension or other sanction will be removed from the record of the employee twenty-four (24) months following the receipt of such letter, suspension or sanction provided that the employee's record is discipline-free for such twenty-four (24) month period. Matters which are reported to professional bodies or licensing boards will be retained on file at the discretion of the Employer.
- c) No document shall be used against an employee where it has not been brought to her attention in a timely manner.

25:02 Technological Change

- a) Where the Hospital has determined to introduce a technological change which will significantly alter the status of an employee within the Bargaining Unit, the Hospital shall meet with the Association as soon as possible to consider ways of minimizing adverse effects (if any) upon the employees concerned. This shall not delay implementation of the change.
- b) Where computers are introduced into the workplace and employees are required to utilize those computers in the course of their duties, the Hospital agrees that, if it considers computer training to be necessary,

it will be provided at no cost to the employees involved.

25:03 Personnel Files

- a) An employee shall, upon written request with at least twenty-four (24) hours' notice, have an opportunity to view her personnel file during normal working hours of the Human Resources Department.
- b) A copy of any completed performance appraisal which is to be placed in an employee's file shall first be reviewed with the employee. It is acknowledged that this appraisal does not constitute discipline. The employee shall initial such appraisal as having been read and shall have the opportunity to add her views to such appraisal prior to it being placed in her file. Each employee shall have reasonable access to her file for the purposes of reviewing any evaluations or formal disciplinary notations contained therein in the presence of her supervisor. A copy of the appraisal will be provided to the employee upon her request.

25:04 The Hospital agrees to provide the Association with Job Descriptions for its present classifications. Further, the Hospital agrees to provide copies of all new or revised Job Descriptions for all positions for which the Association is the bargaining agent.

ARTICLE 26 - HEALTH AND SAFETY

- 26:01
- a) The Hospital and the Association agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury or illness.
  - b) Under applicable legislation, employees are subject to a Hospital prescribed physical examination at time of hire, upon transfer or promotion, and at annual intervals thereafter. Such examination may be conducted by the Hospital's Health Service Physician, or by choice, by the employee's personal physician.
  - c) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention - Health and Safety Committee, one (1) representative selected or appointed by the Association from amongst its bargaining unit employees. Such representative shall not suffer loss of pay as a result of attending meetings of this Committee, and time off from her regular duties shall be granted upon request in order to attend meetings of this Committee without fear of reprisal.





ARTICLE 27 - RETROACTIVITY

- 27:01 a) Retroactivity shall apply to all monetary items and shall be based on all hours paid from April 1, 1993 except where otherwise specified in this award. Retroactive payments shall apply to all employees in the bargaining unit as of April 1, 1993, unless otherwise specified. Any new employees hired since that date shall be entitled to retroactivity to their date of employment.
- b) For the purpose of this Article, the following shall be considered monetary items: salaries based on all hours paid, standby pay, callback pay, shift premium, weekend premium, responsibility allowance, overtime, holiday pay, vacation pay and transportation allowance.
- c) Retroactive payments shall be paid on a separate cheque, or by way of a separate direct deposit, if applicable. At the same time, employees shall be provided with a statement showing how the retroactive payment was calculated. Retroactivity shall be paid with three (3) pay periods from the date of the Arbitration award.
- d) Where payments are not made within the time limits set out above, interest at the prevailing bank rate shall be payable from the date of the expiration of the time limit until the date of the payment.
- e) It is understood that retroactive payments resulting from matters other than the renewal of the collective agreement will be treated in a manner similar to the provisions described above.
- 27:02 Employees who have left the employment of the Hospital on or after the effective date for retroactive pay but prior to the date that retroactive payments are made are entitled to receive the retroactive pay. The Hospital shall notify all such employees of their entitlement to retroactive pay and the manner in which it may be claimed. Such notice shall be by registered mail to the employee's last known address, and the Association shall be provided with a copy of each notice sent. Such employees will have a period of sixty (60) days after the mailing of the notice in which to claim such adjustment, and not thereafter.

ARTICLE 28 - DURATION

- 28:01 This Agreement shall take effect April 1, 1993 and shall continue in full force and effect until March 31, 1996, except as otherwise stated, and shall continue automatically thereafter for annual periods of one (1) year

each unless either party notifies the other in writing within the period from ninety (90) days preceding the expiry date of the Agreement, that it desires to amend or terminate the Agreement.



LETTER OF UNDERSTANDING

- between -

TORONTO EAST GENERAL AND ORTHOPAEDIC HOSPITAL INC.

and

THE ASSOCIATION OF ALLIED HEALTH PROFESSIONALS: ONTARIO

In the event that the provisions in the ONA collective agreement or any of the SEIU collective agreements become superior to any of the provisions in Article 14 of this collective agreement, the Hospital agrees to meet with the Association through the Association-Hospital Committee. Such meeting will be held as soon as possible following the announced arbitration award or negotiated settlement which contains the superior provisions. The purpose of the meeting will be to discuss revisions to this collective agreement to bring it in line with the superior provisions pertaining to any other bargaining unit in this hospital. In the event that the parties are unable to agree on the nature of the revisions within two (2) weeks of the meeting of the Association-Hospital Committee, the issue shall be submitted to arbitration.

DATED at Toronto, Ontario, this 27<sup>th</sup> day of June 1995.

FOR THE HOSPITAL:

Uice D'Amelio  
Mary Hill  
Ail Blackman

FOR THE UNION:

Lynn Keays  
Baron  
Shabazz

MEMORANDUM OF AGREEMENT

BETWEEN

TORONTO EAST GENERAL & ORTHOPAEDIC HOSPITAL

and

ASSOCIATION OF ALLIED HEALTH PROFESSIONALS: ONTARIO

**RE: EXTENDED SHIFTS FOR THE RESPIRATORY THERAPY DEPARTMENT**

The parties agree that the following named clauses shall be interpreted as specified below for employees working extended shifts in the Respiratory Therapy Department.

Article 16.01 (a) - Normal Hours of Work

- a) The normal work day shall be composed of eleven and one-quarter (11 1/4) continuous hours in any 24-hour period, exclusive of a total of forty-five (45) minutes of unpaid meal time. The normal weekly hours of work shall consist of thirty-seven and one-half (37-1/2) hours per week or seventy-five (75) hours over a two (2) week pay period. It is understood, however, that this shall not be, nor construed to be, a guarantee as to the hours of work per day, nor as to the hours of work per week, nor as a guarantee of working schedules.

Article 16.02 - Rest Periods

Employees shall be entitled to rest periods in each extended shift totalling forty-five (45) minutes.

Article 16.03 - Working through Meal Period

Each employee shall be allowed a meal period without pay of not less than forty-five (45) minutes in duration during an eleven and one-quarter (11 1/4) hour shift. Should an employee be required to work during the meal period, additional time off shall be provided to her during the course of her shift, or in the alternative, she shall be given the choice of leaving her work early. If neither of the above options is possible, then such time worked during the meal period shall be counted as overtime.

Article 16.04 (f), (g) and (h) - Scheduling

- f) No more than four (4) consecutive extended shifts shall be scheduled except by mutual agreement between the supervisor and the employee.
- g) At least forty-eight (48) consecutive hours off shall be scheduled following night duty. A shorter period of time between changes may be agreed upon by mutual consent.
- h) These scheduling objectives may be waived between December 15<sup>th</sup> and January 10<sup>th</sup> so that all employees, with the exception of those employees who are not normally required to work weekends and paid holidays, will receive five (5) or more consecutive days off at either Christmas or New Year's. Time off at Christmas shall include December 24<sup>th</sup> commencing from 0730 hours, December 25<sup>th</sup> and December 26<sup>th</sup>. Time off at New Year's shall include December 31<sup>st</sup> commencing

from 0730 hours and January 1st. The Hospital shall advise each employee six (6) weeks in advance whether she has Christmas or New Year's time off. In the event of conflict for time off at either Christmas or New Year's between two or more employees in the bargaining unit, seniority shall prevail subject to staffing requirements as determined by the supervisor.

Article 17.01 (a) - Overtime

a) Overtime is defined as authorized work performed by an employee in excess of eleven and one-quarter (11 1/4) hours per day or as extra shift above and beyond the employee's regularly scheduled shifts. Overtime shall be paid for at the rate of time and one-half (1 1/2) the employee's regular straight time hourly rate of pay for all hours so worked and shall be paid to the nearest fifteen (15) minute interval.

Article 20 - Sick Leave

The short-term sick leave plan will provide payment for the number of hours of absence according to the scheduled shifts to a total of 562.5 hours for each period of absence. All other provisions of the existing plan shall apply as written.

Article 21.03 (a) - Holiday Pay

a) Employees who are not required to work on the above holidays shall be credited with seven and one-half (7-1/2) hours paid time off to be taken at a time mutually agreeable to the Hospital and the employee. On request, the employee shall be paid the equivalent of seven and one-half (7-1/2) hours at her regular straight time rate in lieu of the paid time off.

Article 22.03 - Vacation Entitlement

For the purpose of this article, it is understood that an employee's vacation entitlement will be converted to hours on the basis of the employee's normal hours of work (i.e. 37-1/2 hours per week).

Signed this 23 rd day of February 1995.

FOR THE HOSPITAL

\_\_\_\_\_  
*Yael Blackman*  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE ASSOCIATION

\_\_\_\_\_  
*Catherine E. Bourman*  
*Karen Klenoff*  
\_\_\_\_\_  
\_\_\_\_\_