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SOURCE	Centre		
EFF.	8/01/96	1	
TERM.	31/03/99	1	
No. OF EMPLOYEES	116		
NOMBRE D'EMPLOYES	JP		

COLLECTIVE AGREEMENT

BETWEEN

BAYCREST CENTRE FOR GERIATRIC CARE
(hereinafter referred to as the "Hospital")

AND

ONTARIO PUBLIC SERVICE EMPLOYEES UNION

AND ITS LOCAL 583
(hereinafter referred to as the "Union")

Combined Full-Time and Part-Time

EFFECTIVE APRIL 1, 1996 TO MARCH 31, 1999

ENTERED

11833(01)

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ARTICLE 1 - PURPOSE

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

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

RTIC 2 - SCOPE AND RECOGNITION

- 2.01 The Centre recognizes the Union **as** the exclusive **bargaining** agent for **all** Allied Health Professionals and Technical Employees, including the Audio Visual Technician and Graphic artist/Photographer, in the Baycrest Centre for Geriatric Care employed by the Centre at Toronto, save and except department heads, supervisors, and assistant supervisors, chief technologists, persons above the rank of department head, persons above the rank of chief technologist, physicians, students and interns, office and clerical staff and those persons covered by subsisting collective agreements and certificates.

This Article is intended to combine the bargaining units established by certification by the Ontario Labour Relations Board, but not to expand or contract the scope of the units.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union recognizes that the management of the Centre and the direction of working forces are **fixed** exclusively in the Centre and shall remain solely with the Centre except **as** specifically limited by the express provisions of **this** Agreement, and without restricting the generality of the foregoing the Union acknowledges that it is the exclusive function of the Centre to:
- a) maintain order, discipline and efficiency;
 - b) hire, assign, retire, **direct**, promote, classify, transfer, layoff, recall, discharge, demote, suspend or otherwise discipline employees, provided that a claim by an employee who has completed **his** probationary period that he **has** been discharged or disciplined without just cause may become the subject of a grievance and dealt with **as** hereinafter provided;
 - c) establish, enforce and alter reasonable rules and regulations to be observed by employees, provided that they are not inconsistent with the provisions of **this** Agreement;

- d) generally to manage and operate the Centre in all respects in accordance with its obligations and without restricting the generality of the foregoing, to determine the kinds and locations of machines, equipment to be used, methods and procedures, the allocation and number of employees required from time to time, overtime, the standards of performance for all employees, and all other matters concerning the Centre's operations, not otherwise specifically dealt with elsewhere in the Agreement.

ARTICLE 4 - DEFINITIONS

ICLE 5 - NO DISCRIMINATION

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

ARTICLE 6 - NO STRIKE/NO LOCKOUT

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

ARTICLE 7 - UNION SECURITY

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

E 8 - REPRESENTATION AND COMMITTEES

8.01 Union Stewards

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

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

The number of stewards, the areas which they represent, are to be determined locally and will be set out in article 8.01 (b).

8.02 Grievance Committee

The Hospital will recognize a grievance committee comprising of six (6) members to be elected or appointed from the bargaining unit. One member shall be chairman. The purpose of the committee is to deal with grievances as set out in this Collective Agreement.

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

8.03 Labour-Management Committee

(a) The parties mutually agree that there are matters that would be beneficial if discussed at a Labour-Management Committee Meeting during the term of this Agreement. The Committee shall be comprised of an equal number of representatives of each party as mutually agreed and shall meet at a time and place mutually satisfactory. The Committee shall meet once every two (2) months, unless agreed otherwise. A request for a meeting hereunder will be made in writing at least fourteen (14) days prior to the date proposed and accompanied by an agenda of matters proposed to be discussed. Where a Hospital has two or more agreements with OPSEU, then a joint committee shall represent all units unless otherwise agreed.

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

In the event of reorganization or restructuring of the Hospital, which will have potential adverse effects upon employees in the bargaining unit, the parties agree

that they **will** discuss possible ways and means of avoiding or **minimizing** the impact, including:

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

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

8.04 (a) Negotiating Committee

The Hospital agrees to **recognize** a negotiating committee comprised of **three** (3) members to be elected or appointed from the **bargaining** unit. Where the Hospital participates in central bargaining, the purpose of the negotiating committee **shall** be to negotiate local issues **as** defined in this Collective Agreement. Where the Hospital does not participate in central bargaining, the purpose of the negotiating committee shall be to negotiate a renewal of this Collective Agreement. The Hospital agrees that the members of the negotiating committee shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending negotiating meetings with the Hospital up to, and including, conciliation.

The number of members on the negotiating committee shall be determined locally.

(b) Pay for Central Negotiating Committee

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

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

- 8.06 All new employees will have the opportunity to meet with a representative of the Union in the employ of the Hospital for a period of up to 15 minutes during the employee's probationary period, without loss of regular earnings. The purpose of such meeting will be to acquaint the employee(s) with such representative of the Union and the collective agreement. These interviews **will** be scheduled in advance and **may** be arranged collectively or individually by the Hospital.

ARTICLE 9 - ACCIDENT PREVENTION - HEALTH & SAFETY COMMITTEE

- 9.01 The Hospital and the Union agree that they mutually ~~desire~~ to **maintain** standards of *safety* and health in the Hospital in order to prevent accidents, injury and illness.
- 9.02 Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept **as a** member of its Accident Prevention-Health and **Safety** Committee, at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees.
- 9.03 Such Committee shall identify potential dangers and hazards, institute means of improving health and **Safety** programmes and recommend **actions** to be taken to improve conditions related to *safety* and health.
- 9.04 The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to ~~fulfil~~ its functions.
- 9.05 Meetings shall be held every second month or more frequently at the call of the chair, if required. The Committee shall maintain minutes of all meetings and make the **same** available for review.
- 9.06 Any representative appointed or ~~selected~~ in accordance with **9.02** hereof, shall serve for a term of at least one (1) calendar **year** from the date of appointment. Time ~~off~~ for such representative(s) to attend meetings of the Accident Prevention - Health and Safety Committee in accordance with the foregoing, shall be granted.

A member of a committee is entitled to:

- (a) One hour or such longer period of time **as** the committee determines **as** necessary to prepare for each committee meeting;
- (b) such time **as** is necessary to attend meetings of the committee; and
- (c) such time **as** is necessary to carry out [inspections and investigations under subsection **9 (26), 9 (27), and 9 (31)** of the Act.]” ref Occupational Health and Safety Act, **Sec. 9 (34)**

“A member of a committee shall be deemed to be ~~at~~ work during the times described [above] and the member’s employer shall pay the member for those times at the member’s regular or premium rate ~~as~~ may be proper.” ref Occupational Health and ~~Safety~~ Act. Sec. 9 (35)

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

ARTICLE 10 - GRIEVANCE & ARBITRATION PROCEDURE

- 10.01 Employees ~~shall~~ have the right, upon request, to the presence of a Union Steward at any stage of the grievance procedure, including the complaint stage, or at any time when formal discipline is imposed. Where the hospital deems it necessary to suspend or discharge an employee, the hospital shall notify the union, in writing, of such suspension or discharge.
- 10.02 For purposes of this Agreement, a grievance is defined ~~as~~ a difference arising between a member of the bargaining unit and the Hospital relating to the interpretation, application, administration or alleged violation of the Agreement.
- 10.03 It is the mutual desire of the parties hereto that complaints shall be adjusted ~~as~~ quickly ~~as~~ possible, and it is understood that an employee has no grievance until he ~~has first~~ given his immediate supervisor the opportunity of adjusting his complaint. Such complaint shall be discussed with his immediate supervisor within seven (7) calendar days from the event giving rise to the grievance, or from when the employee should have reasonably become aware of the event ~~giving~~ rise to the grievance and, failing settlement within seven (7) calendar days, it shall then be taken up ~~as~~ a grievance within the seven (7) calendar days following his immediate supervisor’s decision in the following manner and sequence:

Step No. 1

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

Step No. 2

Within seven (7) calendar days following the decision under Step No. 1, the employee who, if he so desires, may be accompanied by his union steward, may submit the written grievance to his Department Head who will deliver his decision in ~~writing~~ within seven (7) calendar days from the date on which the Written grievance was presented. ~~This~~ step may

be omitted where the employee's immediate supervisor and Department Head are the same person. ~~Failing~~ settlement, then:

Step No. 3

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

10.04 Policy Grievance

A grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 3 within fourteen (14) calendar days following the circumstances giving rise to the grievance.

It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which he could have instituted himself and the regular grievance procedure **shall** not be thereby bypassed. Where the grievance is a Hospital grievance it shall be filed with the Local Union President or designate.

10.05 Group Grievance

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

10.06 Discharge Grievance

Pursuant to Section **43.1** subsection (2) of the Labour Relations Act, the parties confirm that the release of a probationary employee shall not be the subject of a grievance or arbitration. A claim by **an** employee who has completed his probationary period that he has been unjustly discharged shall be treated **as a** grievance if a written statement of such grievance is lodged by the employee with the Hospital at Step No. 3 within seven (7) calendar days after the date the discharge is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

- (a) confirming the Hospital's action in dismissing the employee, or

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- (b) reinstating the employee with or without loss of seniority and with or without **full** compensation for the time lost, or
- (c) by any other arrangement which may be deemed **just** and equitable.

The Hospital agrees that it will not discharge, without **just** cause, an employee who **has** completed his probationary period.

- 10.07 The Hospital agrees that it will not discipline an employee without **just** cause.
- 10.08 Failing settlement under the foregoing procedure, any grievance, including a question **as** to whether the grievance is arbitrable, may be submitted to arbitration **as** hereinafter provided. If no Written request for arbitration is received within fourteen **(14)** calendar days after the decision under Step No. 3 is given, the grievance shall be **deemed** to have been abandoned.
- 10.09 *All* agreements reached under the grievance procedure between the representatives of the Hospital, the representatives of the Union and the grievor(s) will be final and binding upon the Hospital, the Union, and the employee(s).
- 10.10 When either party requests that any matter be submitted to arbitration **as** provided in this Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time appoint a nominee. Within seven **(7)** calendar days thereafter, the other party shall appoint its nominee, provided however, that if such party fails to appoint its nominee **as** herein required, the Minister of **Labour** for the Province of Ontario shall have power to make such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees **shall** attempt to agree upon a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of fourteen **(14)** calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.
- 10.11 No person may be appointed **as** an arbitrator who **has** been involved in **an** attempt to negotiate or settle the grievance.
- 10.12 No matter may be submitted to arbitration which has not been properly carried through **all** requisite steps of the Grievance Procedure.
- 10.13 The Arbitration Board **shall** not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.

- 10.14** The proceedings of the Arbitration Board **will** be expedited by the parties hereto and the decision of the majority, and where there is no majority, the decision of the chairman will be final and binding upon the parties hereto and the employee or employees concerned.
- 10.15** Each of the parties hereto **will** bear the expense of the nominee appointed by it and the parties **will** share equally the fees and expenses, if any, of the chairman of the Arbitration Board.
- 10.16** The time limits set out in this Article are mandatory and failure to comply strictly with such time limits, except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned.
- 10.17** Wherever arbitration board is referred to in the agreement, the parties may mutually agree in writing to substitute a single arbitrator for the arbitration board ~~at~~ the time of reference to arbitration and the other provisions referring to arbitration board shall appropriately apply.

ARTICLE 11 - LETTERS OF REPRIMAND AND ACCESS TO FILES

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

ARTICLE 12 - SENIORITY

- 12.01** Newly hired employees shall be considered to be on probation for a period of ~~sixty~~ **(60)** tours worked from date of last hire **(450)** hours of work for employees whose regular hours of work are other than the standard work day). If retained after the probationary period, the employee shall be credited with seniority from date of last hire. With the written consent of the Hospital, the probationary employee and the President of the Local Union or his designate, such probationary period may be extended.

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

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

12.03 (a) Part-time employees shall have their seniority expressed on the basis of number of hours worked in the bargaining unit. The foregoing is for clarity only and therefore does not modify an employee's level of seniority under this collective agreement or previous collective agreements.

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

(Applicable to full-time employees only)

(c) Full-time employees will accumulate seniority on the basis of their continuous service in the bargaining unit from the last date of hire, except as otherwise provided in the collective agreement or previous collective agreements. The foregoing is for clarity only and therefore does not modify an employee's level of seniority under this collective agreement or previous collective agreements.

12.04 Seniority shall be retained by an employee in the event he is transferred from full-time to part-time or vice versa. For the purposes of the application of seniority under the agreement but not for the purposes of service under any provisions of the agreement, an employee whose status is changed from full-time to part-time shall receive credit for his seniority on the basis of 1500 hours worked for each year of full-time seniority. For the purposes of the application of seniority, under the agreement but not for the purposes of service under any provisions of the agreement, an employee whose status is changed from part-time to full-time shall receive credit for his seniority on the basis of one (1) year of seniority for each 1500 hours worked. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer.

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

12.05 **NOTE: Article 12.05 is applicable to Full-Time Employees only.**

(a) **Effect of Absence**

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

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

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

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

- (ii) Notwithstanding, Article **12.05** (a) (i), **service** and seniority will accrue for a maximum period of seventeen **(17)** weeks if an employee's absence is due to a pregnancy leave, and for a maximum period of eighteen **(18)** weeks, if an employee's absence is due to a parental leave. In addition, the Hospital will continue to pay its share of the premiums of the subsidized employee benefits in which the employee is participating for up to seventeen **(17)** weeks from the commencement of the leave while the employee is on pregnancy leave, and for up to eighteen **(18)** weeks from the commencement of the leave while the employee is on parental leave, unless the employee does not intend to pay her contributions.

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

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

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

- (b) Seniority ~~lists~~ and layoff and recall rights for full-time employees shall be separate from seniority ~~lists~~ and layoff and recall rights for part-time employees, subject **only** to Article **13.04 (1)** (c), (d) and (f).

- 12.08** **An** employee who is transferred to a position outside the bargaining unit for:
- a) a period of less than eighteen (18) months or such longer period **as** the parties may agree upon or;
 - b) a **specific** term of appointment, including temporarily replacing an employee outside the bargaining unit

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

- 12.09** **An** employee shall lose all service and seniority and shall be deemed to have terminated if he:
- (a) leaves of his own accord;
 - (b) is discharged and the discharge is not reversed through the *grievance* or arbitration procedure;
 - (c) has been laid off without recall pursuant to Article 13.06 for twenty-four **(24)** months;
 - (d) is absent **from** scheduled work for a period of three **(3)** or more consecutive working days without notifying the Hospital of such absence and providing a reason satisfactory to the Hospital;
 - (e) fails to return to work (subject to the provisions of (d)) upon termination of an authorized leave of absence without Satisfactory reason or utilizes a leave of absence, without permission, for purposes other than that for which the leave was **granted**;
 - (f) fails upon being notified of a recall to **signify his** intention to return within five **(5)** calendar days after he has received the notice of recall mailed by registered **mail** to the last **known** address according to the records of the Hospital and fails to report to work within ten **(10)** Calendar days after he has received the notice of recall or such further period of time **as** may be **agreed** upon by the parties;
 - (g) is absent due to illness or disability for a period of thirty (30) months, unless he **has** less than **six (6)** months' service at the time the illness or disability commenced and is not eligible for long-term disability benefits. **If** the employee has less than **six** months' service at the time the illness or disability commenced and is not eligible for

long-term disability benefits this provision **will** apply after an absence equal to his length of service at the time the absence commenced.

ARTICLE 13 - LAYOFF AND RECALL

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

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

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

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

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

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

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

13.04(1) **An** employee who is subject to permanent or long term layoff shall have the following entitlements:

- (a) accept the layoff and be placed on a recall ~~list~~ for twenty-four **(24)** months, or
- (b) the employee may displace an employee who has lesser bargaining unit seniority and who is the least senior employee within her Classification, identical paying classification or lower paying classification in her discipline or department, if the employee originally subject to layoff *can* perform the duties of the least senior employee within her classification, identical paying classification, or lower paying classification in her discipline or department without training other than orientation.
- (c) If the full-time employee cannot displace a **full-time** employee in (b), the employee may displace a part-time employee who **has** lesser bargaining unit seniority and who is the least senior employee in her classification, identical paying classification, or lower paying classification in her discipline or department without training other ~~than~~ orientation.
- (d) If the part-time employee cannot displace a part-time employee in (b), the employee may displace a full-time employee who has lesser bargaining unit seniority and who is the least senior employee in her classification, identical paying classification, or lower paying classification in her discipline or department, if the employee originally subject to layoff *can* perform the duties of the least senior employee in her classification, identical paying classification, or lower paying classification in her discipline or department without training other ~~than~~ orientation.
- (e) If the employee cannot displace an employee in her discipline or department, the employee may displace an employee who **has** lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in another department, if the employee originally subject to layoff can perform the duties of the least senior employee in the lower or identical paying classification in another department without training other than orientation.
- (f) (i) If the full-time employee cannot displace a full-time employee in (e), the employee may displace a part-time employee who has lesser bargaining unit seniority and who is the least senior employee in another department, if the employee originally subject to layoff can perform the duties of the least senior employee in another department without training other than orientation.
- (ii) If the part-time employee cannot displace a part-time employee in (e), the employee may displace a full-time employee who has lesser bargaining unit seniority and who is the least senior employee in another department, if the employee originally subject to layoff can perform the duties of the least senior employee in another department without **training** other than orientation.

13.04(2) **An** employee who is subject to layoff for a period not greater than thirteen weeks shall have the following entitlements:

- (a) accept the layoff and be placed on a recall list for twenty-four (24) months, or
- (b) displace an employee within her classification who has lesser bargaining unit seniority and who is the least senior employee in her classification, if the employee originally subject to layoff can perform the duties of the least senior in her classification in her discipline without training or orientation.
- (c) If the employee cannot displace an employee in (b), the employee may displace an employee who **has** lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in her discipline, if the employee originally subject to layoff can perform the duties of the least senior in the lower or classification in her discipline without training or orientation.

13.04(3) Where an employee has her **shift** cancelled, the employee shall not be entitled to displace another employee.

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

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

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

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

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

- (b) (i) In addition to 13.07(a) a **full-time** employee who has displaced a part-time employee shall be entitled to return to the position he held prior to the layoff should it become vacant within twenty-four **(24)** months of the layoff, provided that the employee remains **qualified** and able to perform the duties of his former position.
- (ii) In addition to 13.07(a) a part-time employee who has displaced a full-time employee shall be entitled to return to the position he held prior to the layoff should it become vacant within twenty-four **(24)** months of the layoff, provided that the employee remains qualified and able to perform the duties of his former position.

- 13.08 The Hospital shall notify the employee of recall **opportunity** by registered mail, addressed to the last address on record with the Hospital (which notification shall be deemed to be received on the fifth day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Hospital.
- 13.09 Where there is an available opening which has not been filled in accordance with Article 13.06, an employee who has either **accepted** a layoff or is under notice of layoff and is unable to displace any other employee **will** be given an opportunity for on-the-job **retraining** of up to 6 months, subject to the **staffing** requirements of the hospital, **if**, with the benefit of such **retraining**, the employee could reasonably be **expected** to obtain the qualifications and ability to perform the work. Such opportunities **will** be provided in order of seniority. During the period of on-the-job retraining the recall period **will** continue to apply from the original date of layoff **if**, following the period of on-the-job retraining the employee has not obtained the qualifications and ability to perform the work, the employee **will** be returned to the recall list or will be terminated in accordance with Article 12.09(c).
- 13.10 In the event that an employee who **has** been laid off and is placed on a recall **list** is assigned, by the Hospital, ad hoc **shifts** or to a temporary vacancy, she will retain, but not accumulate her seniority and service held at the time of layoff. Employees in such assignments will be treated **as** part-time. Where an employee is **recalled** pursuant to Article 13.06, she **will** receive credit for service and seniority for **shifts** worked under this provision. Any assignments under this provision will be offered on a voluntary basis.

ARTICLE 14 - TECHNOLOGICAL CHANGE

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

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

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

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

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

ARTICLE 15 - JOB POSTING, PROMOTION AND TRANSFER

- 15.01** Where a vacancy exists, or where the Hospital creates a new position in the bargaining unit, such vacancy shall be posted for a period of seven **(7)** calendar days. Applications for such vacancies shall be made in writing within the seven **(7)** day period referenced herein. Notwithstanding the above, the Hospital may **fill** at its own discretion vacancies caused by:
- (a) illness;
 - (b) accident;
 - (c) pregnancy and parental leaves of absence;
 - (d) leave of absence not expected to exceed ~~six~~ (6) months;
 - (e) vacation;
 - (f) specific tasks not expected to exceed ~~six~~ (6) months.

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

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

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

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

- 15.09 **An** employee selected **as** a result of a posted vacancy need not be considered for **a** further vacancy for a period of up to **six** (6) months from his date of selection.
- 15.10 Where there are no successful applicants **from** within the bargaining unit for posted vacant positions, employees in other OPSEU Paramedical bargaining units **at** the Hospital will be considered for such staff transfers or promotions prior to considering persons outside OPSEU Paramedical bargaining units at the Hospital. The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with Article 15, and selection shall be made in accordance with Article 15.06. All provisions of Article 15 will apply to employees selected in accordance with this provision.

ARTICLE 16 - LEAVES OF ABSENCE

NOTE: The provisions of Article 16, Leaves of Absence, apply to full-time and regular part-time employees but do not apply to casual part-time employees.

- 16.01 Written requests for a personal leave of absence without pay **will** be considered on an individual basis by the employee's Department Head or his designate. Such requests are to be submitted **as** far in advance **as** possible and a written reply **will** be given. Such leave shall not be unreasonably withheld.

16.02 (a) **Local Union Business Leave**

- (i) The Hospital **agrees** to grant leaves of absence without pay to local bargaining unit members for the purpose of attending Union seminars and/or attending to Union business. The cumulative total leave of absence will be determined locally, but shall not exceed forty **(40)** days per year per hospital.

The cumulative total leave of absence shall be twenty five **(25)** days per year for the Centre.

- (ii) The amount of notice required shall be two weeks which shall be required for one employee to be absent at any one time and from any one area. The manager shall have the discretion to determine based on the exigencies of the operation, if **a** second employee may be off for the purposes of union leave.

(b) **Union Position Leave - E.T.**

When **an** employee is elected **as** the Union's President or ~~First~~ Vice-president (Provincially) the Union **will** immediately following such election advise the Employer of the name of the employee **so** elected. Leave of absence shall be granted from the employee's place of employment for the duration of the current

term of office. The Union ~~shall~~ reimburse the Employer the amounts paid on behalf of the employee, including pay and benefits.

- (c) Where an individual of the bargaining units represented centrally by OPSEU is elected or appointed ~~as~~ an Executive Board Member, Executive Officer, member of the central negotiating committee, member of Medical Division Executive or ~~as~~ a Membership Development Trainee, such individual shall be granted leave of absence for the time ~~off~~ required to exercise the duties of such appointment. The notice requirements to obtain such time ~~off shall~~ be governed in accordance with the leave of absence policy and procedure of the affected Hospital. Such positions shall be limited to **two (2)** members from ~~a~~ Hospital with no more than one individual from within a section/division within a Department.
- (d) For leaves of absence without pay for Union business under the terms of this Agreement, including unpaid leave for members of the Central Negotiating ~~Team~~, the employee's ~~salary~~ and applicable benefits ~~will~~ be maintained by the Hospital and the ~~Union~~ will reimburse the Hospital for the ~~cost~~ of salary and benefits. The Hospital will ~~bill~~ the Union and the Union ~~will~~ reimburse the Hospital within a reasonable period of time. In addition, there shall be no loss of seniority during such leaves of absence.

16.03 **Bereavement Leave**

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

Immediate family, for the purposes of this section, shall ~~mean~~ spouse, child, parent, sister, brother, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-law and grandparent of spouse. "Spouse" for the purpose of bereavement will include ~~a~~ partner of the same sex.

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

16.04 **Jury and Witness Duty**

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

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

Applicable to Full-Time Employees

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

Applicable to Part-Time Employees

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

16.05(a) **Pregnancy Leave**

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

APPLICABLE TO FULL-TIME AND REGULAR PART-TIME EMPLOYEES

- (ii) Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan, and retroactive to date of confirmation by the Unemployment Insurance Commission, an employee who is on 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 per cent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits during her leave and any other earnings. Such payment shall commence following completion of the **two** week unemployment insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a **maximum** period of fifteen (15) weeks for a pregnancy leave. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

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

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

16.05 @) Parental Leave

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

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

- (ii) Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan, and retroactive to date of confirmation by the Unemployment

Insurance Commission, an employee who is on parental leave as provided under this agreement and who is in receipt of Unemployment Insurance parental benefits pursuant to Section 20 of the Unemployment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five 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** week unemployment insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of

Unemployment Insurance parental benefits, and **shall** continue while the employee is in receipt of such benefits, for **a maximum** period of ten (10) weeks for a parental leave. The employee's regular weekly **earnings** shall be **determined** by multiplying her regular hourly rate on her **last** day worked prior to the commencement of the parental leave times her normal weekly hours.

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

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

(iii) (Applicable to Full-time Employees)

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

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

(Applicable to Part-time Employees)

Where an employee has become a natural father or has **qualified** to adopt a child and **has** at least 10 months of service at the commencement of his/her approved parental leave, such employee may be entitled to extend the parental leave up to an aggregate of **six(6) months** without pay. Such employee shall advise the Hospital **as far** in advance **as** possible of their **qualifying** to adopt, and shall request the leave of absence in writing upon

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

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

16.06 **Transfer of Pregnant Employees**

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

16.07 **Education Leave**

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

16.08 **Pre-Paid Leave**

(Effective Date: **April 1, 1989**)

(a) **Purpose**

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

(b) **Application**

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

The employee will be **informed** of the disposition of his application **as soon as** is reasonably possible after the closing date for applications.

(c) The parties agree that the number of employees that may be accepted into the Pre-Paid Leave Plan in any one plan year **as** defined in Article **16.08** shall be one **(1)** employee for every twelve **(12)** employees or part thereof from the following departments:

- 1) Laboratory
- 2) Physio/OT
- 3) Pharmacy
- 4) Communication Disorder/A.V.
- 5) Psychology/X-Ray/Dietary/Physical Fitness and Health Maintenance

Where there are more applications than spaces allotted, seniority ~~shall~~ govern ~~subject~~ to **16.08 (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:

- (a) A statement that the employee is entering the plan in accordance with Article **16.08** of the Collective Agreement.
- (b) The period of *salary* deferral and the period for which the leave is requested.
- (c) The manner in which the deferred *salary* is to be held.

The letter of application to enter the plan will be appended to, and form part of, the written agreement.

(e) **Deferral Plan**

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

(f) **Deferred Earnings**

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

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

(g) **Health and Welfare Benefits**

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

Full-Time Employees Only

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

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

(h) **Seniority and Service**

(Full-Time Employees Only)

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

(i) **Assignment on Return**

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

(j) **Withdrawal Rights**

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

(ii) **On Leaving Employment**

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

(k) **Replacement Employees**

The Hospital **will** endeavour to find a temporary replacement for the employee, **as** far in advance **as** practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. **If**, after a period of postponement, a

suitable temporary replacement cannot be found, the Hospital **will** have the option of considering a further postponement or of collapsing the plan. The employee, subject to such a postponement, will have the option of remaining in the plan and rearranging the leave at a mutually agreeable time, or of withdrawing from the plan **as** outlined in Article 16.08 (j).

(l) **Plan Year**

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

(m) **Status of Replacement Employee**

Only the **original** vacancy resulting from an **absence** due to prepaid leave will be posted.

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

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

16.09 Mandatory Medical

The Employee **will** be scheduled off work with pay, for the maximum of one-half (½) day per year, in order to attend the yearly medical examination when required by the Centre,

ARTICLE 17 - SICK LEAVE AND LONG-TERM DISABILITY

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

17.01 The Hospital shall provide a short-term sick leave plan at least equivalent to that described in the 1982 Hospitals of Ontario Disability Income Plan (HOODIP) brochure. Copies of the HOODIP brochure will be made available to employees upon request.

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

- 17.03 The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two days of the fourth and subsequent period of absence in any calendar year.
- 17.04 Notwithstanding the provisions of the HOODIP plan and Article 17.03, employees with four or more years of service will be paid 90% of **earnings** from the first day of the third and subsequent period of absence in any calendar year.
- 17.5 Any dispute which may **arise** concerning an employee's entitlement to short-term or long-term benefits under HOODIP may be subject to grievance and arbitration under the provisions of this Agreement.
- 17.06 An employee who is absent from work **as** a result of illness or injury **sustained** at work and who has been awaiting approval of a claim for Worker's Compensation for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit the employee would receive from Worker's Compensation if the employee's claim was approved, or the benefit to which the employee would be entitled under the short term sick portion of the disability **income** plan (HOODIP or equivalent plan). Payment **will** be provided only if the employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by The Worker's Compensation Board. If the claim for Worker's 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 portion of the disability income plan. Any payment under **this** provision will continue for a maximum of fifteen (15) weeks.

18 - HOURS OF WORK & OVERTIME

- 18.01 (a) **Applicable to Full-Time Employees**
- i) The normal or standard work week shall be an average of thirty-seven and one-half (37-1/2) hours, with a normal or standard work day of seven and one-half (7-1/2) hours except in those Hospitals where agreements **already** provide a standard or normal work week of less than thirty-seven and one-half (37-1/2) hours **per** week and seven and one-half (7-1/2) hours per day. **(Those Hospitals with the lesser required hours shall reflect in the salary rates a pro-rata lesser amount compared with salaries for other Hospitals based on the ratio that the standard or normal hours of work at the Hospital concerned are to thirty-seven and one-half (37-1/2) hours).**

- (ii) The length of time over which the hours of work per week are to be averaged shall be two (2) pay periods.

The following provisions designating regular hours of a daily ~~shift~~ and regular daily ~~shifts~~ over the Centre's schedule shall not be **construed** to be a guarantee of hours of work to be done on each ~~shift~~ or during each ~~shift~~ schedule.

The normal daily shift shall be seven and a half (7-1/2) hours exclusive of an unpaid meal for Dieticians, Pharmacists, Pharmacy Technicians, Physiotherapists, and Occupational Therapists.

The normal daily ~~shift~~ shall be ~~seven (7)~~ hours exclusive of an unpaid ~~meal~~ for all other classifications.

Staff will be entitled, subject to the exigencies of patient care, to relief periods during the ~~shift~~ on the basis of ~~fifteen~~ (15) minutes for each 3-1/2 or 3-3/7 hour period worked.

Staff will receive four (4) days ~~off~~ every pay period, and will not be scheduled on two (2) consecutive weekends.

Staff will not be required to work in excess of seven (7) consecutive days except where the eighth day is on a holiday following a weekend worked by the employee.

Staff listed on Appendix I **will** be only scheduled for weekend work from May 15 to September 15 and December 15 to January 7.

~~Shift~~ schedules will be posted at least 6 weeks in advance.

Full-time **staff** required to work on a weekend or on a holiday specified in Article 25 will not be required to work less than their normal daily scheduled hours.

18.01 (b) **Applicable to Part-Time Employees**

- (i) The normal or standard work day shall be seven and one-half (7-1/2) hours per day and the normal or standard full-time work week **shall** be an average of thirty-seven and one-half (37-1/2) hours per week except in those hospitals where agreements already provide a normal or standard work day of less than seven and one-half hours and a normal or standard full-time work week of less than thirty-seven and one-half (37-1/2) hours. (Those Hospitals with the lesser required hours shall reflect in the salary rates a pro-rata lesser amount compared with salaries for other Hospitals based on the ratio that the standard or normal hours work at the Hospital concerned are to thirty-seven and one-half (37-1/2) hours.)

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

- (ii) The length of time over which the hours of work per week are to be averaged shall be two (2) pay periods.
- (c) Where the Hospital and the Union agree, subject to the approval of the **Ministry** of Labour, other arrangements regarding hours of work may be entered into between parties on a local level with respect to tours beyond the normal or standard work day in accordance with the provisions ~~set~~ out in Article 28.05 of the collective agreement.

18.02 (a) **Applicable to Full-Time Employees**

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

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

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

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

NOTE: Article 18.04 is not applicable to Part-Time Employees.

18.04 **Overtime Accumulation**

Where an employee ~~has~~ worked and accumulated approved overtime hours (other than overtime hours related to paid holidays) or has accumulated hours for Call Back up to a maximum of three day's accumulation, then such employee shall have the option of electing payment ~~at~~ the applicable overtime rate or time ~~off~~ equivalent to the applicable overtime rate (i.e., where applicable rate is one and one-half times, then time ~~off~~ shall be at one and one-half times). Where an employee chooses the latter option, such time ~~off~~ must be taken within three months of the occurrence of the overtime at a time mutually agreeable to the Centre and the employee, or payment in accordance with the former option shall be made. (Internal note for Baycrest: this clause had blanks for amounts which I have left based on the previous contract)

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

18.05 (a) **Applicable to Full-Time Employees**

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

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

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

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

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

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

18.08 **Change of Schedule**(a) **Applicable to Full-Time Employees Only**

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

(b) **Applicable to Regular Part-Time Only**

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

18.09 **Volunteers**

The Centre and the Union recognize the valuable contribution made by volunteers in promoting public interest in the Centre and in the administration of various volunteer activities related to the Centre and in raising funds for the Centre.

~~The~~ Centre ~~and~~ the Union also share a concern that the interests of Centre employees with respect to such matters ~~as~~ job opportunity and ~~security~~ are considered in any decisions to

utilize volunteers. Having due regard to these interests, the Centre will, therefore, not replace bargaining unit employees with volunteers.

ARTICLE 19 - STANDBY

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

ARTICLE 20 - CALL BACK

NOTE: Article 20.01 applicable to Full-Time and Regular Part-Time Employees ONLY.

- 20.01 **An** employee who is called to work after leaving the Hospital premises and outside of his regular scheduled hours, shall be paid a minimum of no less than two (2) hours' pay (except those Hospitals where 2-1/2 or 3 hours is applicable) at time and one-half (1-1/2) his regular straight time hourly rate for work performed on each **call-in**. In the event that such two (2) hour period overlaps and extends into his regular **shift** he will receive the two (2) hour guarantee payment at time and one-half (1-1/2) and **his** regular hourly rate for the remaining hours of **his** regular **shift**. The reference to leaving the Hospital premises referred to above will not be applicable where an employee remains in the Hospital on standby arrangement with the Hospital.

NOTE: For Part-Time Employees

For purposes of clarification, Article 20.01 does not apply to prescheduled hours of work.

Article 20.01 does not apply where the employee elects to work additional unscheduled hours made available by the Hospital.

ARTICLE 21 - SHIFT PREMIUM

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

- 21.02 **An** employee shall be paid a weekend premium of one dollar and thirty-five cents (\$1.35) per hour for each hour worked between 2400 hours Friday to 2400 hours Sunday or such other 48 hour period that the Hospital may establish. If **an** employee is in receipt of premium payment pursuant to a local scheduling regulation with respect to consecutive weekends worked, he will not receive weekend premium under **this** provision.

ARTICLE 22 - TRANSPORTATION ALLOWANCE

- 22.01 When an employee is **required** to travel to the Hospital, or to return to his home, **as** a result of being called back to work outside of his regularly scheduled hours the Hospital will pay transportation **costs** either by **taxi** or by his own vehicle at the rate of twenty seven and one-half cents (27-½¢) per kilometre to a maximum of ten dollars (**\$10.00**) per trip. The employee will provide to the Hospital satisfactory proof of payment of such **taxi** fare.

ARTICLE 23 - RESPONSIBILITY PAY

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

The employees will receive written confirmation that he or she **has** been assigned the duties and assumed the responsibilities. The purpose of this confirmation is to provide a written record for the employee.

ARTICLE 24 - NO PYRAMIDING

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

ARTICLE 25 - P. II HOLIDAYS

(Internal Note: (a) and (b) need to be updated on wording but principles are correct.

- 25.01 (a) **Applicable to Full-Time Employees**
The following days **shall** be **recognized as** designated holidays without loss of or deduction from regular earnings for all **Full Time** employees who have completed twenty (20) working days employment and **subject** to the qualifying conditions set out in Article **25.04**:

NEW YEAR'S DAY	LABOUR DAY
GOOD FRIDAY	THANKSGIVING DAY
VICTORIA DAY	CHRISTMAS DAY
DOMINION DAY	BOXING DAY
CIVIC HOLIDAY	ANOTHER SPECIFIED HOLIDAY

During the term of the Agreement each employee will be granted one (1) additional day in connection with her **earned** service review date with the Centre. In scheduling this holiday consideration will be given to the wishes of the employee.

25.01 (b) **Applicable to Part-Time Employees**

The collective agreement ~~shall~~ list eleven (11) holidays for purposes of payment for work performed on such holidays. For the purpose of designation these days shall be ~~as~~ indicated in 25.01 (a).

Applicable to both Full-Time and Part-Time Employees

Effective **April 1, 1989** the collective agreement ~~shall~~ provide for twelve (12) paid holidays subject to the ~~terms~~ and conditions ~~set~~ out herein.

(c) The parties agree to designate the 12th day ~~as~~ a floater. Such day may or may not be ~~used~~ in accordance with the Employer's policy concerning Jewish Holy Days in the event other options of the Employers policy are not used or are used respectively.

(d) Employees who are not required to work their normal hours on Passover, Shavouth and/or Succoth ~~as~~ a result of the Employer's policy of **curtailing** services on Jewish Holidays ~~shall~~ be considered to be on paid leave on such days without having to use any leave credits.

25.02 (a) **Applicable to Full-Time Employees**

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

Article 25.03. In addition, he ~~will~~ receive a lieu day off with pay in the amount of ~~his~~ regular straight time hourly rate of pay times seven and one-half (7-1/2) hours, except in those hospitals which have a standard work day of less than ~~seven~~ and one-half (7-1/2) hours in which case holiday pay will be based on the standard daily hours in that hospital. The scheduling of lieu days shall be determined locally and ~~shall~~ be ~~set~~ out in the Appendix of Local Provisions.

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

An employee required to work on any of the designated holidays listed in the collective agreement shall be paid at the rate of time and one-half **his** regular straight time rate of pay for all hours worked on such holiday, subject to Article 25.03.

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

25.04 **Applicable to Full-Time Employees Only**

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

25.05 Employees shall **qualify** for holidays or holiday pay on the following basis:

- (a) the employee must have worked her full **shift** on her last working day prior to the holiday and also her **full shift** on her next **scheduled** working day immediately following the holiday provided that the Department **Has** may, in **his** discretion excuse an employee from **this** restriction;
- (b) the employee must have **earned** wages or received vacation pay for at least one (1) working day during the **two (2)** weeks immediately preceding the holiday;
- (c) the employee who **has agreed** to work on a holiday, and who fails without reasonable **cause** to report for and perform her scheduled work on the holiday **shall** not **qualify**;
- (d) **an** employee absent from work on either of her scheduled working days immediately after the holiday by reason of bona fide sickness or **injury as** certified by a medical certificate **as** required by the Centre shall qualify.

25.06 (a) **Substitution of Holidays**

Employees may substitute any of the designated holidays listed above for Jewish Holidays by **arranging**, in advance, to work such designated holiday **as long as** work is available on designated holidays.

(b) **Holidays Occurring During an Employee's Vacation**

Where the holiday falls during the vacation period of an employee, it shall be added to the end of her vacation period or scheduled on another occasion at the preference of the employee. The employee must indicate intention at the time of submitting request.

(c) **Holidays occurring during a non working day**

Where the holiday falls on the non working day of an employee, she may take another day ~~off~~ in lieu, such day to be scheduled at a time which is mutually acceptable to the Centre and the employee.

25.07 (Applicable to Full-Time Employees Only)

When an employee is entitled to a lieu day ~~as~~ a result of having worked a holiday, the lieu day ~~shall~~ be taken ~~off~~ at a time which is mutually agreeable to the Centre and the employee. If no agreement is reached the ~~lieu~~ day will be added to the employee's next scheduled vacation.

ARTICLE 26 - VACATIONS**26.01** (a) **Applicable to Full-Time Employees Only**

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

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

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

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

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

26.01 (b) **Applicable to Regular Part-Time Employees Only**

All regular part-time employees shall be entitled to vacation pay based upon the applicable percentage provided in accordance with the vacation entitlement of full-time employees of their **gross salary** for work performed in the preceding year. Equivalent years of service shall be used to determine vacation pay

entitlement. Equivalent years of ~~service~~ shall be calculated on the basis of one (1) year of ~~service~~ for each 1650 hours worked.

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

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

NOTE: Article 26.02 is not applicable to Part-Time Employees

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

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

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

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

26.04 (a) Vacations may be taken at any time of the year that is mutually acceptable to the parties, but vacations may not be carried over to the next vacation year except where authorized in writing by the employee's department head, and in which case the employee may not exercise **seniority** to select a period to use such vacation. Such authorization ~~will~~ not be unreasonably withheld. The vacation year ~~will~~ be from July 1 to June 30.

(b) Requests for vacation shall be submitted in writing to the Department Head or his delegate at least eight (8) weeks before the time at which the employee proposes to commence her vacation.

Vacations may be taken at any time of the year that is mutually acceptable to the parties, and ~~shall~~ be scheduled in order of seniority, except that a senior employee ~~will~~ not be entitled to bump a junior employee if the junior employee's request is made at least ~~four~~ (4) months in advance and the senior employee's ~~request~~ is

made less than four (4) months in advance. If both the senior and the junior employees' requests are made ~~at~~ least four (4) months in advance, then seniority applies. Notwithstanding the foregoing, a Senior employee may not displace the choice of another employee whose choice the Senior employee displaced during the preceding year.

- 26.05 It is understood and agreed that vacation weeks are not necessarily continuous however, the Centre **will** endeavour to accommodate the wishes of the employees with respect to the choice of vacation dates, subject to the responsibility of the Employer to operate the Centre in an efficient manner. In any event an employee ~~shall~~ be entitled to a minimum of two (2) weeks unbroken period of vacation.

Authorization re requests for periods of vacation greater than two (2) weeks **will** not be unreasonably withheld, it being understood that such entitlement **will** be subject to the efficient operation of the Centre.

- 26.06 Provided that the employee submits a ~~written~~ request not later than three (3) weeks prior to her ~~last~~ day worked, she ~~shall~~ receive a pay advance for any monies which fall due during the period of her vacation.
- 26.07 Part time employees ~~shall~~ receive vacation on a pro rata basis, i.e. one week of vacation for a part time employee is one week's leave paid on the basis of the employee's regularly scheduled hours.

ARTICLE 27 - HEALTH AND WELFARE BENEFITS

NOTE: The provisions of Article 27.01 to 27.06 with respect to Health and Welfare Benefits apply to Full-Time Employees **ONLY** .

27.01 Semi-Private Hospital Insurance

The Hospital agrees to pay seventy-five **75%** of the **billed** premiums towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross Semi-Private Plan or comparable coverage with another carrier.

27.02 Extended Health Care

the Hospital shall contribute on behalf of each eligible employee seventy-five percent (**75%**) of the billed premium under the Extended Health Care Plan (Blue Cross \$15-25 deductible plan including hearing aids with a maximum of \$300.00 per person and vision care with a maximum of \$90.00 every 24 months per person, or its equivalent) provided the balance of the monthly premium is paid by employees through payroll deduction Any Hospital currently paying more than 75% of the premium shall continue to do ~~so~~. The drug formulary shall be ~~as defined~~ by Liberty Health Formulary Three.

27.03 Dental

The Hospital shall implement a Blue Cross Plan #9 (or its equivalent) based on current ODA fee schedule effective ~~as soon as possible~~ following the date of the award when enrolment requirements have been satisfied. The Hospital shall pay ~~seventy-five percent~~ (75%) of the monthly premium rates on behalf of active employees, the balance being paid by participating employees through payroll deduction. Employees will be enrolled in the existing Plan in accordance with the terms and conditions of the Plan.

The Plan shall provide for recall oral examination to be covered once every 9 months.

27.04 All present employees enrolled in the Hospital's pension plan shall maintain their enrolment in the Plan subject to its terms and conditions. New employees and employees employed but not yet eligible for membership in the Plan shall, as a condition of employment, enroll in the Plan when eligible in accordance with its terms and conditions.**27.05 Group Life Insurance**

Effective the first of the month following the date of the award agreements that provide for HOOGLIP or other equivalent group life insurance plans ~~shall~~ have a Hospital contribution

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

27.06 Change of Carrier

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

27.07 Divisible Surplus

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

27.08 Part-Time Benefits

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

ARTICLE 28 - MISCELLANEOUS

- 28.01** Whenever the feminine pronoun is used in **this** Agreement, it includes the masculine pronoun and vice versa where the context **so** requires. Where the Singular is used, it may also be deemed to mean plural and vice versa.
- 28.02** **Hepatitis B Vaccine**
Where the Hospital identifies high risk areas where employees are exposed to Hepatitis **B**, the Hospital will provide, at no **cost** to the employees, a Hepatitis B vaccine.
- 28.03** **Professional Responsibility**
Where an employee, or group of employees, covered by **this** agreement and governed by an Ontario College under the Health Disciplines Act, have **cause** to believe that they are being asked to perform more work **than** is consistent with proper patient care it is agreed by the parties that such workload problems may be discussed by the local Labour Management Committee. Such complaint must be filed in writing within fifteen **(15)** calendar days of the alleged improper assignment.
- 28.04** **Contracting Out**
The Hospital **shall** not contract out work currently performed by members of **this** bargaining unit **if, as** a result of such contracting out, a layoff of any bargaining unit employees occurs. **This** clause will not apply in **circumstances** where the Hospital no longer provides particular **services as a** result of the **rationalization** or sharing of services between Hospitals in **a** particular geographic district, or **as** a result of the withdrawal of the Hospital's license to perform such **services**.
- 28.05** **Work of the Bargaining Unit**
Supervisors or Managers excluded **from** the bargaining unit shall not perform duties normally performed by members in the bargaining unit which shall directly cause or result in the layoff, loss of seniority or service or reduction in benefits to members in the bargaining unit.
- 28.06** **Extended Tours**
Where the Hospital and the Union agree, subject to the approval of the **Ministry** of Labour, other arrangements regarding hours of work may be entered into between the parties on a local level with respect to tours beyond the normal or standard work day. The model agreement with respect to extended tour arrangements is **set** out below:

MODEL AGREEMENT WITH RESPECT TO EXTENDED TOUR ARRANGEMENTS

MEMORANDUM OF AGREEMENT

Between: The Hospital

And: The Ontario Public Service Employees Union
and its Local 583

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

Article 1 - Work Unit and Employees Covered

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

Article 2 - Hours of Work

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

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

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

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

Article 3 - Overtime

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

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

Article 4 - Rest Periods

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

Article 5 - ~~Meal~~ Periods

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

Article 6 - Sick ~~Leave~~ and Long-Term Disability

(Applicable to Full-Time Employees Only)

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

Article 7 - Paid Holidays

(Applicable to Full-Time Employees Only)

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

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

Article 8 - Vacation

8.01 (Applicable to Full-Time Only)

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

8.02 (Applicable to Part-Time Only)

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

Article 9 - Local Provisions

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

Term

This Agreement shall be (Specify Term).

Either party may, on written notice of d a y s , __weeks)to the other party, terminate this Agreement notwithstanding the above specified term.

Dated this _____ day of _____, 19____.
for the **Union**_____ for the Hospital_____

28

ve/Flexible eduling

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

**MODEL AGREEMENT WITH RESPECT TO
INNOVATIVE SCHEDULING/FLEXIBLE SCHEDULING**

MEMORANDUM OF AGREEMENT

Between: The Hospital -
And: The Ontario Public Service Employees Union
(and its Local)

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

Article 1 - Work Unit and Employees covered

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

Article 2 - Hours of Work

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

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

(Collective Agreement provisions to be varied.)

Article 4 - Rest Periods

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

Article 5 - ~~Meal~~ Periods

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

Article 6 - Local Provisions

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

Term

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

Either party may, on written notice of d a y s , w e e k s) to the other party, terminate this Agreement notwithstanding the above specified term.

Dated this _____ day of _____, 19 _____

For the Union

For the Hospital

28.08 Modified Work

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

28.09 Job Sharing

(Any Job Sharing Agreement **will** encompass all of the following principles)

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

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

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

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

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

28.10 At the same time that income **tax** (T-4 slips) are made available, the Centre **will** type on the amount of Union dues paid by each Union member in the previous **year**.

- 28.11 The employer will provide the local Union President with a ~~list~~ of new employees in the bargaining unit, their occupational grouping, and their supervising Department.

ARTICLE 29 - COMPENSATION

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

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

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

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

- 29.03 (Applicable to Part-Time Employees Only)
Part-time employees will accumulate service for purposes of progression on the ~~salary~~ grid, on the basis of one year of service for each **1650** hours worked.

Notwithstanding this provision, the calculation of service for purposes of progression on the ~~salary~~ grid will include service accrued during a pregnancy leave or parental leave on

the basis of seniority accrual during such leaves in accordance with Article 12.03 (b) of the agreement.

ARTICLE 30 - SUPERIOR BENEFITS

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

ARTICLE 31 - SOCIAL CONTRACT ACT DISPUTE

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

ARTICLE 32 - BULLETIN BOARDS

32.01 The Centre **will** provide bulletin board space for the purpose of posting notices regarding meetings and other matters pertaining to Union matters. The locations of **this** space **will** be determined mutually. **All** such notices must be submitted to the Director of Employee Relations for approval prior to being posted.

ARTICLE 33 - LAB COATS

33.01 The Centre **will** continue its present practice with respect to the supply and laundering of laboratory coats.

BATHING SUITS

Employees who are required to be in the pool as part of their work assignment will be reimbursed for the cost of bathing suits upon production of receipts as follows:

- a) female employees: up to Fifty dollars (\$50.00) after two-hundred (200) hours in the pool, to a maximum of One hundred dollars (\$100.00) per contract year.
- b) male employees: up to Twenty-Five dollars (\$25.00) after 200 hours in the pool, to a maximum of Fifty dollars (\$50.00) per contract year.

ARTICLE 34 - LETTER OF REFERENCE

34.01 Employees will be given a written letter of reference upon request.

34.02 No reference other than a confirmation of employment will be given where the persons seeking the reference do not indicate in writing that they have advised the employee or former employee that they **will** be contacting the Centre.

ARTICLE 35 - PRINTING OF COLLECTIVE AGREEMENT

35.01 The Centre ~~shall~~ **notify** each new employee that a Collective Agreement is in effect. The Centre will provide the employee with a copy of the Collective Agreement. The quantity of agreements required and printing arrangements will be mutually agreed. The agreement will be printed by a Union print shop and ~~so~~ designated. The **cost** of printing the agreement will be shared on a 50/50 basis by the Centre and the Union.

ARTICLE 36 - DURATION AND RENEWAL

36.01 This Agreement ~~shall~~ continue in effect until the 31st day of March, 1999 and ~~shall~~ continue automatically thereafter for annual periods of one year each unless either party notifies the other in writing that it intends to amend or terminate this Agreement in accordance with the following:

- 36.02 (a) In the event the parties to ~~this~~ Agreement agree to negotiate for its renewal through the process of central bargaining, either party may give notice to the other of its desire to bargain for the renewal of this Agreement within 120 days prior to the termination date of ~~this~~ Agreement. Negotiations on local matters shall take place during the period from 120 to 60 days prior to the termination date of ~~this~~ Agreement. It is understood and **agreed** that "local matters" means those matters which have been determined by mutual agreement between the central negotiating committees representing each of the parties to ~~this~~ Agreement **as** being subjects for local bargaining directly between the parties to ~~this~~ Agreement. It is also agreed that local bargaining ~~shall~~ be subject to such procedures **as** may be determined by mutual agreement between the central negotiating committees referred to above.
- (b) In the event the parties to this Agreement do not agree to negotiate for its renewal through the process of central bargaining, either party may notify the other within the period from ninety days to ~~sixty~~ days preceding the expiry date of this Agreement that it desires to amend or terminate ~~this~~ Agreement. If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiations within thirty (30) days after the giving of notice, if **so** requested.

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

Proposals on central issues ~~shall~~ be exchanged by the central negotiating committees on a date ~~set~~ out in the Memorandum of Conditions for Joint Bargaining. Negotiations on central matters shall take place during the period commencing 90 days prior to the termination of this Agreement.

SIGNED AT TORONTO, ONTARIO THE _____ DAY OF _____, 199__.

FOR ONTARIO PUBLIC SERVICE
EMPLOYEE'S UNION

FOR THE BAYCREST HOSPITAL
FOR GERIATRIC CARE

SCHEDULE "A" WAGES

[NOTE: The following wage rates reflect **all** relevant Pay Equity increases]

[It is understood that the positions of Chiropodist and Dance Movement Therapist are in the bargaining unit. Wage grids for these **two** positions **will** appear in the April 1, 1996 collective agreement.]

1) Registered Technologists

	<u>Jan 1/93</u>	<u>Jan 1/94</u>
Start	17.47	17.91
Step 1	18.37	18.81
Step 2	19.12	19.56
Step 3	19.94	20.38
Step 4	20.76	21.20
Step 5	21.58	22.02
Step 6	22.40	22.84
Step 7	23.23	23.67
Step 8	24.04	24.48
Step 9	24.87	25.31

2) Senior and Charge Technologists

Senior Technologist

	<u>Jan 1/93</u>	<u>Jan 1.94</u>
Start	17.82	18.27
Step 1	18.74	19.19
Step 2	20.27	20.73
Step 3	21.14	21.60
Step 4	22.01	22.47
Step 5	22.87	23.34
Step 6	23.74	24.21
Step 7	24.62	25.09
Step 8	25.48	25.95
Step 9	26.36	26.83

Charge Technologist

	<u>Jan 1/93</u>	<u>Jan 1/94</u>
Start	18.87	19.34
Step 1	20.57	21.07
Step 2	21.41	21.91
Step 3	22.33	22.83
Step 4	23.25	23.74
Step 5	24.17	24.66
Step 6	25.09	25.58
Step 7	26.02	26.51
Step 8	26.92	27.42
Step 9	27.85	28.35

		<u>Start</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>		
Tech 2 (Pharmacy)	Jan 1/93	14.77	15.37	15.97	16.57	17.16		
	Jan 1/94	15.64	16.24	16.84	17.44	18.03		
Tech 2 (Senior Pharm.)	Jan 1/94	16.58	17.21	17.85	18.49	19.11		
Tech 3 (Laboratory)	Jan 1/93	15.68	16.33	16.96	17.61	18.25		
	Jan 1/94	16.72	17.37	18.00	18.65	19.29		
Tech 4 (Audiometric)	Jan 1/93	17.40	18.11	18.83	19.55	20.26		
	Jan 1/94	18.69	19.40	20.12	20.84	21.55		
Tech 4 (Media Tech)	April 1/92	16.21	16.92	17.64	18.36	19.07		
Tech 5 (Fitness)	Jan 1/93	18.36	19.11	19.87	20.63	21.39		
	Jan 1/94	19.77	20.52	21.28	22.04	22.80		
		<u>Start</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
Dietician, Therapeutic								
Jan 1/93		18.46	19.58	20.68	21.80	22.91	24.02	25.13
Jan 1/94		18.90	20.02	21.12	22.24	23.35	24.46	25.57
Pharmacist								
Jan 1/93		22.78	24.15	25.52	26.89	28.26	29.64	31.00
Jan 1/94		23.32	24.69	26.06	27.43	28.80	30.18	31.54
O.T./P.T.								
April 1/92		19.28	20.33	21.38	22.49	23.88	25.27	26.66
Jan 1/94		19.40	20.45	21.50	22.61	24.00	25.39	26.78
Senior O.T./P.T.								
April 1/92						25.91	27.42	28.93
Jan 1/94						26.04	27.55	29.06

	Start	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
S.L.P./Audiologist/Psychometrist							
Jan 1/93	21.20	22.47	23.74	25.00	26.27	27.54	28.80
Jan 1/94	22.31	23.58	24.85	26.11	27.38	28.65	29.91
Jan 1/95	23.73	25.00	26.27	27.53	28.80	30.07	31.33
Senior S.L.P./Audiologist							
Jan 1/93	22.46	23.73	25.00	26.26	27.53	28.80	30.06
Jan 1/94	23.57	24.84	26.11	27.37	28.64	29.91	31.17
Jan 1/95	24.99	26.26	27.53	28.79	30.06	31.33	32.59
Psychologist							
April 1/91	27.48	28.80	30.12	31.43	32.74	34.06	35.38
Oct 1/91	27.48	29.06	30.65	32.23	33.82	35.40	36.98
April 1/92	27.48	29.23	30.97	32.72	34.47	36.21	37.96

The following wage grids (Chiroprapist, Dance Movement Therapist) will become effective April 1, 1996, which is the effective date of the renewal collective agreement.

	<u>Start</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	
Chiroprapist						
April 1/96	19.99	20.98	22.03	23.12	24.28	
	<u>Start</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Dance Movement Therapist						
April 1/96	18.65	19.58	20.56	21.59	22.67	23.80

APPENDIX 1

Rehabilitation

D. Kaufman

M. Posen

Laboratory

L. Patel

Pharmacy

E. Fermin

M. Dela-Pena

The staff listed above have been continuously employed in the OPSEU bargaining unit since December 31, 1981. When such staff terminate employment within the OPSEU bargaining unit, their names will be automatically deleted from this appendix.

SIGNED AT TORONTO, ONTARIO THE ___ DAY OF _____ .

**FOR ONTARIO PUBLIC SERVICE
EMPLOYEE'S UNION _____**

**FOR THE BAYCREST HOSPITAL
FOR GERIATRIC CARE _____**

LETTER OF INTENT

RE: BENEFIT STATEMENT

The Centre **and** Union agree that it is the desire for employees to receive annually a statement of their accumulated current benefit entitlement **and** credits.

Accordingly, the parties agree to discuss the format **and** content of the benefits statement at the Labour-Management Committee.

The Centre agrees to produce the statement annually by October 31st.

SIGNED AT TORONTO, ONTARIO THE ___ DAY OF

**FOR ONTARIO PUBLIC SERVICE
EMPLOYEE'S UNION** _____

**FOR THE BAYCREST HOSPITAL
FOR GERIATRIC CARE** _____

LETTER OF INTENT**RE: PURCHASE AND *MAINTENANCE* OF EQUIPMENT**

In recognition of the valuable insight that professional **staff** bring to the identification **and** maintenance of the equipment (including clinical software) they use in carrying out their professional responsibilities, the Centre **agrees** to consult with appropriate professional staff before making a final decision with respect to the purchase and/or maintenance **of** such equipment.

SIGNED AT TORONTO, ONTARIO THE ____ DAY OF ____ .

**FOR ONTARIO PUBLIC SERVICE
EMPLOYEE'S UNION**

**FOR THE BAYCREST HOSPITAL
FOR GERIATRIC CARE**

LETTER OF INTENT**RE: PAY EQUITY**

Recognizing that the Participating Hospitals ~~and~~ Local ~~Unions~~ have developed, or are developing, their individual pay equity plans, the Centrai Parties confirm the inter-relationship of the negotiated wage rates ~~with~~ those plans ~~as~~ follows:

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

DATED AT TORONTO; October 25, 1991.

FOR OPSEU

FOR BAYCREST

I T OF EF ANDINC

RE: RESTPERIODS

It is understood and agreed that if the employer ***directs*** the employee to work through a normal rest period due to the exigencies of patient care, then the employee shall be entitled to take the break at a different time during the course of the working day. There is no intent by either party that employee breaks **will** be **carried** over from one day to the next or to accumulate the break periods in order to leave early on a working day.

SIGNED AT TORONTO, ONTARIO THE ___ DAY OF .

**FOR ONTARIO PUBLIC SERVICE
EMPLOYEE'S UNION**

**FOR THE BAYCREST HOSPITAL
FOR GERIATRIC CARE**

LETTER OF UNDERSTANDING

RE: PAID TIME OFF - UNION PRESIDENT

The parties agree that Leave of Absence for union business shall be given to the Local President, Designee and/or Chief Steward for up to twenty (20) days with pay to conduct Local Union business for the term of the Collective Agreement.

SIGNED AT TORONTO, ONTARIO THE ____ DAY OF ____ .

**FOR ONTARIO PUBLIC SERVICE
EMPLOYEE'S UNION**

**FOR THE BAYCREST HOSPITAL
FOR GERIATRIC CARE**

LETTER OF MAKING

RE: CONCERNING CHRISTMAS AND NEW YEAR'S SCHEDULING

The managers of the Baycrest Laboratory, the Pharmacy Department, and Diagnostic Imaging agree to meet with the staff of their department to explore the possibility of arranging the schedule during the above noted holiday to enable ~~as many~~ staff as possible to take five **consecutive** days ~~off~~ work, including either ~~Christmas~~ Day or New ~~Years~~ Day. Prerequisites for such scheduling will be that the **services** provided by these Baycrest Departments **will** not be affected ~~and~~ the Centre **will** not be required to pay **any** additional premium.

SIGNED AT TORONTO, ONTARIO THE ____ DAY OF ____ .

**FOR ONTARIO PUBLIC SERVICE
EMPLOYEE'S UNION**

**FOR THE BAYCREST HOSPITAL
FOR GERIATRIC CARE**

LETTER OF UNDERSTANDING

RE: 18.01(A) - 4 DAYS ~~OFF~~ EVERY PAY PERIOD

Notwithstanding the provision in Article 18.01(a) which provides that staff will receive four(4) days off every pay period, the parties agree, effective forthwith, that in the event technologists in the laboratory work on the second weekend in a pay period, such employees may be scheduled off for only two **(2)** days in that pay period and ~~six~~ (6) days ~~off~~ in the subsequent pay period. It is understood that technologists who are scheduled according to the above, **will** not receive overtime or other premium pay for working the said schedule.

FOR THE CENTRE

FOR THE UNION

LETTER OF UNDERSTANDING

RE 18.01 (A) - 7 CONSECUTIVE DAYS WORK

Notwithstanding the provision in Article 18.01 (a) which provides that staff will not be required to work in excess of seven **(7)** consecutive days except where the eighth (8th) day is a holiday foilowing a weekend worked by the employee, the parties agree to the foilowing for employees in the laboratory: **An** employee in the laboratory may work one additional consecutive day more than that specified in Article 18.01 **(a)** if the employee **so** requests in writing two **(2)** weeks prior to posting of the schedule which includes the day for which the request is made and the Employer agrees. It is understood that an employee who works hours for which overtime or other premium pay is applicable **will** not receive such overtime or other premium pay when the employee requested to do the work.

LETTER OF UNDERSTANDING

RE: Benefits Review Subcommittee

(Applicable to Full-time Employees Only)

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

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

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

Signed at Toronto, Ontario the _____ day of _____, 1995.

FOR THE
PARTICIPATING HOSPITALS

FOR ONTARIO PUBLIC
SERVICE EMPLOYEES UN

