

Collective Agreement

between

Kingston General Hospital

and

Canadian Union of Public Employees, local 1974

Begins:
09/29/1991

Terminates:
09/28/1993

05649 (05)

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ARTICLE 1 - PREAMBLE1.01 - Preamble

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

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

1.02 - Feminine/Masculine Pronouns

Wherever the feminine pronoun is used in this Agreement, it includes the masculine pronoun and vice versa where the context so requires.

ARTICLE 2 - DEFINITIONS2.01 - Temporary Employee

Employees may be hired for a specific term not to exceed six (6) months, to replace an employee who will be on approved leave of absence, absence due to W.C.B. disability, sick leave, long term disability or to perform a special non-recurring task. This term may be extended a further six (6) months on mutual agreement of the Union, employee and Hospital. The period of employment of such persons will not exceed the absentee's leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

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

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

2.02 - Part-Time Commitment

The Hospital shall not refuse to accept an offer from an employee to make a written commitment to be available for work on a regular predetermined basis solely for the purpose of utilizing casual employees so as to restrict the numbers of regular part-time employees.

ARTICLE 3 - RELATIONSHIP3.01 - No Discrimination

The parties agree that there shall be no discrimination within the meaning of the Ontario Human Rights Code against any employee by the Union or the Hospital by reason of race, creed, colour, age, sex, marital status, nationality, ancestry or place of origin, family status, handicap, sexual orientation, political affiliation or activity, or place of residence. The Hospital and the Union further agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives or members, because of an employee's membership or non-membership in a Union or because of his activity or lack of activity in the Union.

ARTICLE 4 - STRIKES & LOCKOUTS

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 5 - UNION SECURITY

(See Local Appendix Articles C and D)

5.01 - T4 Slips

The Hospital will provide each employee with a T-4 supplementary slip showing the dues deducted in the previous year for income tax purposes where such information is available or becomes readily available through the Hospital's payroll system.

5.02 - Notification to Union

The Hospital will provide the union with a list, monthly of all hirings, lay-offs, recalls and terminations within the bargaining unit where such information is available or becomes readily available through the Hospital's payroll system.

5.03 - Employee Interview

A new employee 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 orientation period without **loss** of regular earnings. The purpose of the meeting will be to acquaint the employee with such representative of the Union and the collective agreement.

Such meetings may be arranged collectively or individually for employees by the hospital as part of the orientation program.

5.04 - No Other Agreements

No employee shall be required or permitted to make any written or verbal agreement with the Hospital or its representative(s) which conflicts with the terms of this agreement.

No individual employee or group of employees shall undertake to represent the union at meetings with the Hospital without proper authorization from the union.

ARTICLE 6 - UNION REPRESENTATION AND COMMITTEES

(See Local Appendix, Article E, for Constitution of Local Bargaining and Grievance Committee and for number of stewards)

6.01 - Union Activity on Premises and/or Access to Premises

The Union agrees that neither it, nor its officers, agents, representatives and members will engage in the solicitation of members, holding of meetings or any other Union activities on Hospital premises or on Hospital time without the prior approval of the Hospital, except as specifically provided for in this Agreement. Such approval will not be unreasonably denied.

6.02 - Labour-Management Committee

(See Local Appendix, Article E-7 for committee size)

Where the parties mutually agree that there are matters of mutual concern and interest that would be beneficial if discussed at a Labour-Management Committee Meeting during the term of this Agreement, the following shall apply.

An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for a meeting hereunder will be made in writing prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of grievance or negotiations for the amendment or renewal of this agreement.

Any representative(s) attending **such** meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

It is agreed that the topic of a rehabilitation program for drug and alcohol abuse is an appropriate topic for the Labour-Management Committee.

It is understood that joint meetings with other Labour-Management Committees in the Hospital may be scheduled concerning issues of mutual interest if satisfactory to all concerned.

Where two or more agreements exist between a Hospital and CUPE the Committee may be a joint one representing employees under both agreements, unless otherwise agreed.

6.03 - Local Bargaining Committee

(See Local Appendix, Article E-4 for membership regulation and committee size)

The Hospital agrees to recognize a negotiating committee comprised of hospital employee representatives of the Union for the purpose of negotiating a renewal agreement (as set out in the Local Provisions Appendix). The Hospital agrees to pay members of the negotiating committee for straight time wages lost from their regularly scheduled working hours spent in direct negotiations for a renewal agreement, up to but not including arbitration. Nothing in this provision is intended to preclude the Union negotiating committee from having the assistance of any representatives of the Canadian Union of Public Employees when negotiating with the Hospital.

When direct negotiations begin or end within ten (10) hours of a negotiating team member's scheduled shift, the Hospital will endeavour to provide a one day's leave of absence without pay, to provide a sufficient rest break if the employee so requests. Such request shall not be unreasonably denied. Such leave shall be considered leave of absence for union business, but shall not be deducted from the Union entitlement under Article 12.02.

6.04 - Central Bargaining Committee

In central bargaining between the Canadian Union of Public Employees and the participating hospitals, an employee serving on the Union's Central Negotiating Committee shall be paid for time lost from his normal straight time working hours at his regular rate of pay and without loss of leave credits for attending central negotiating meetings with the Hospitals' Central Negotiating Committee in direct negotiations up to the point of arbitration. Upon reference to arbitration, the Negotiating Committee members shall receive unpaid time off for the purpose of attending arbitration hearings.

It is understood and agreed that the maximum number of Union Central Negotiating Committee members entitled to payment under this provision shall be seven (7), and in no case will more than one employee from a hospital be entitled to such payment.

The Union shall advise the Hospitals' Central Negotiating Committee, before negotiations commence, of those employees to be paid under this provision. The Hospitals' Central Negotiating Committee shall advise the seven (7) Hospitals accordingly.

6.05 - Union Stewards

(See Local Appendix, Article E-2, for number of stewards)

The Hospital agrees to recognize Union stewards to be elected or appointed from amongst employees in the bargaining unit who have completed their probationary period for the purpose of dealing with Union business as provided under this Collective Agreement.

A Chief Steward or designate may, in the absence of any steward, assist in the presentation of any grievance, or with any steward function.

The Union shall keep the Hospital notified in writing of the names of Union stewards appointed or selected under this Article as well as the effective date of their respective appointments.

It is agreed that 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. If, in the performance of his duties, a Union steward is required to enter an area within the Hospital in which he is not originally employed, he shall report his presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. 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.

Nothing in this Article shall preclude full-time stewards from representing part-time employees and vice-versa. The number of stewards and the areas which they represent, are to be determined locally.

6.06 - Grievance Committee

The Hospital will recognize a Grievance Committee composed of the Chief Steward and not more than (as set out in Local Provisions Appendix, Article **E**) employees selected by the Union who have completed their probationary period. A general representative of the Union may be present at **any** meeting of the Committee. The purpose of the Committee is to deal with complaints or grievances as set out in this Collective Agreement.

The Union shall keep the Hospital notified in writing of the names of the members of the Grievance Committee appointed or selected under this Article as well as the effective date of their respective appointments.

A Committee member shall suffer no **loss** of earnings for time spent during their regular scheduled working hours in attending grievance meetings with the Hospital up to, but not including arbitration. The number of employees on the Grievance Committee shall be determined locally.

ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE

- 7.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the agreement including any question as to whether a matter is arbitrable.
- 7.02 At the time formal discipline is imposed or at any stage of the grievance procedure an employee shall have the right upon request to the presence of his/her steward. In the case of suspension or discharge the Hospital shall notify the employee of this right in advance.
- 7.03 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given his immediate supervisor the opportunity of adjusting his complaint. Such complaint shall be discussed with his immediate supervisor within nine (9) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee and failing settlement within nine (9) calendar days, it shall then be taken up as a grievance within nine (9) calendar days following advice of his immediate supervisor's decision in the following manner and sequence:

Step No. 1

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

Step No. 2

Within nine (9) calendar days following the decision under Step No. 1, the employee may submit the written grievance to his Department Head who will deliver his decision in writing within nine (9) calendar days from the date on which the written grievance was presented to him. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. 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 nine (9) calendar days following the decision in Step No. 2, the grievance may be submitted in writing to the Hospital Administrator or his designee. A meeting will then be held between the Hospital Administrator or his designee and the Grievance Committee within nine (9) calendar days of the submission of the grievance at Step No. 3 unless extended by agreement of the parties. It is understood and agreed that a representative of the Canadian Union of Public Employees and the grievor may be present at the meeting. It is further understood that the Hospital Administrator or his designee may have such counsel and assistance as he may desire at such meeting. The decision of the Hospital shall be delivered in writing within nine (9) calendar days following the date of such meeting.

- 7.04- A complaint or grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 3 within fourteen (14) calendar days following the circumstances giving rise to the complaint or 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 such employee could himself institute and the regular grievance procedure shall not be thereby bypassed.
- 7.05 Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing identifying each employee who is grieving to the Department Head or his designee within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.
- 7.06 The release or discharge of an employee during the probationary period 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 or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Hospital at Step No. 3 within seven (7) calendar days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:
 - (a) confirming the Hospital's action in dismissing the employee; or
 - (b) reinstating the employee with or without full compensation for the time lost; or
 - (c) by any other arrangement which may be deemed just and equitable.

Wherever the Hospital deems it necessary to suspend or discharge an employee, the Hospital shall notify the Union of such suspension or discharge in writing. The Hospital agrees that it will not suspend, discharge or otherwise discipline an employee who has completed his probationary period, without just cause.

- 7.07 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within eighteen (18) calendar days after the decision under Step No. 3 is given, the grievance shall be deemed to have been abandoned. Where such a written request ~~is~~ postmarked within sixteen (16) calendar days after the decision under Step No. 3, it will be deemed to have been received within the time limits.
- 7.08 All agreements reached under the Grievance Procedure between the representatives of the Hospital and the representatives of the Union will be final and binding upon the Hospital and the Union and the employees.
- 7.09 When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking Arbitration Procedure. The two nominees shall attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.
- 7.10 No person may be appointed as an arbitrator who **has** been involved in an attempt to negotiate or settle the grievance.
- 7.11 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 7.12 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.
- 7.13 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.
- 7.14 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.
- 7.15 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 44 (6) of The Labour Relations Act.
- 7.16 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 8 ACCESS TO FILES8.01 - Access to Personnel File

Each employee shall have reasonable access to his/her personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein, in the presence of the Director of Personnel or designate. An employee has the right to request copies of any evaluations in this file.

ARTICLE 9 - SENIORITY9.01 - Probationary Period

A new employee will be considered on probation until he has completed forty-five days (45) of work (or 337.5 hours of work for employees whose regular hours of work are other than the standard work day), within any twelve (12) calendar months. Upon completion of the probationary period he shall be credited with seniority equal to forty-five (45) working days. With the written consent of the Hospital, the probationary employee and the President of the Local Union or designate, such probationary period may be extended. Any extensions agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration.

9.02 - Definition of Seniority

Part-time employees, including casual employees, will accumulate seniority on the basis of one (1) year's seniority for each 1725 hours worked in the bargaining unit as of the last date of hire, except as otherwise provided herein. Seniority will operate on a bargaining unit wide basis.

Notwithstanding the above, employees hired prior to October 10, 1986 will be credited with the seniority they held under the Agreement expiring September 28, 1985 and will thereafter accumulate seniority in accordance with this Article.

9.03 - Loss of Seniority

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

- (a) resigns;
- (b) is discharged and not reinstated through the grievance/arbitration procedure;
- (c) is retired;
- (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 to the Hospital a satisfactory reason;
- (e) has been laid off for twenty-four (24) months;

- (f) if the employee has been laid off and fails to return to work within seven (7) calendar days after that employee has been notified by the Hospital through registered mail addressed to the last address on the records of the Hospital, subject to any special provisions regarding temporary vacancies noted under the heading of Layoff and Recall;
- (g) **is** absent due to illness or disability for a period of thirty (30) calendar months from the time the disability or illness commenced.

9.04 - Job Posting

Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Hospital, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Applications for such vacancy shall be made in writing within the seven (7) day period referred to herein.

Vacancies created by the filling of an initial permanent vacancy will be posted for a period of three (3) consecutive calendar days, excluding Saturdays, Sundays and Holidays. Applications for such vacancies shall be made in writing within the three (3) day period referred to herein.

In matters of promotion and staff transfer appointment shall be made of the senior applicant able to meet the normal requirements of the job.

The name of the successful applicant will be posted on the bulletin board for a period of seven (7) calendar days.

Where there are no successful applicants from within this bargaining unit for vacant positions referred to in this Article, employees **in** other CUPE bargaining units at the Hospital will be considered for such positions prior to considering persons not employed by the Hospital. The employees eligible for consideration shall be limited to those employees who have applied **for** the position in accordance with this Article, and selection shall be made in accordance with this Article.

The successful applicant shall be allowed **a** trial period of up to thirty (30) days, 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. The vacancy resulting from the posting may be filled on a temporary basis until the trial period is completed.

A list of vacancies filled in the preceding month under this Article and the names of the successful applicants will be posted, with a copy provided to the union.

If a transfer is requested by the employee, the employee shall not be eligible for transfer during the six (6) month period following the date of the last transfer except by mutual agreement.

9.05 - Transfer and Seniority Outside the Bargaining Unit

Effective for employees transferred out of the bargaining unit subsequent to 1984 September 29 (as set out in Article 8, Local Provisions Appendix):

- (a) It ~~is~~ understood that an employee shall not be transferred by the Hospital to a position outside the bargaining unit without his consent except in the case of temporary assignments not exceeding six (6) months. Such employees on temporary assignments shall remain members of the bargaining unit.
- (b) An employee who is transferred to a position outside the bargaining unit shall not, subject to (c) below, accumulate seniority. In the event the employee is returned by the Hospital to a position in the bargaining unit he shall be credited with the seniority held at the time of transfer and resume accumulation from the date of his return to the bargaining unit.
- (c) In the event an employee transferred out of the bargaining unit under (b) above is returned to the bargaining unit within a period of six (6) calendar months he shall accumulate seniority during the period of time outside the bargaining unit.

Note: Employees outside the bargaining unit as of **1984 September 29** (as set out in Article **P**, Local Provisions Appendix) will be credited with whatever seniority they held under the collective agreement, expiring **1984 September 28** should they be returned to the bargaining unit subsequent to **1984 September 29** (as set out in the Local Provisions Appendix).

Effective **1984 September 29** and for employees who transfer subsequent to **1984 September 29** (as set out in Article **Q**, Local Provisions Appendix):

For application of seniority for purposes of promotion, demotion, transfer, layoff and recall and service for purposes of vacation entitlement and wage progression:

- (i) an employee whose status is changed from full-time to part-time shall receive full credit for his seniority and service;
- (ii) an employee whose status is changed from part-time to full-time shall receive credit for his seniority and service on the basis of one (1) year for each **1725** hours worked.

The above-noted employee shall be allowed a trial period of up to thirty (30) days, 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 without loss of seniority to his former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had he not transferred.

9.07 - Notice and Redeployment Committee

(a) Notice

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

- (i) provide the Union with no less than six (6) months' written notice of the proposed layoff or elimination of position; and

- (ii) provide to the affected employee(s), if any, no less than six (6) months' written notice of layoff, or pay in lieu thereof.

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

(b) Redeployment Committee

At each Hospital a Redeployment Committee will be established not later than two (2) weeks after the notice referred to in 9.07 and will meet thereafter as frequently as is necessary.

(i) Committee Mandate

The mandate of the Redeployment Committee is to:

- (1) Identify and propose possible alternatives to the proposed layoff(s) or elimination of position(s), including, but not limited to, identifying work which would otherwise be bargaining unit work and is currently work contracted-out by the Hospital which could be performed by bargaining-unit employees who are or would otherwise be laid off;
- (2) Identify vacant positions in the Hospital or positions which are currently filled but which will become vacant within a twelve (12) month period and which are either:
 - (a) within the bargaining unit; or
 - (b) within another CUPE bargaining unit; or
 - (c) not covered by a collective agreement.
- (3) Identify the retraining needs of workers and facilitate such training for workers who are, or would otherwise be, laid off.
- (4) Subject to article 9.09, the Hospital will award vacant positions to employees who are, or would otherwise be laid off, in order of seniority if, with the benefit of up to six (6) months retraining, an employee has become able to meet the normal requirements of the job.
- (5) Any dispute relating to the foregoing procedures may be filed as a grievance commencing at Step 3.

(ii) Committee Composition

The Redeployment Committee shall be comprised of equal numbers of representatives of the Hospital and of the Union. The number of representatives will be determined locally. Where for the purposes of HTAP (the Ontario Hospital Training and Adjustment Panel) there is another hospital-wide staffing and redeployment committee created or in existence, Union members of the Redeployment Committee shall serve on any such hospital-wide staffing committee established with the same or similar terms of reference, and the number of Union members on such committee will be proportionate to the number of its bargaining unit members at the particular Hospital in relation to other staff groups.

Meetings of the Redeployment Committee shall be held during normal working hours. Time spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at his or her regular or premium rate as may be applicable.

Each party shall appoint a co-chair for the Redeployment Committee. Co-chairs shall chair alternative meetings of the Committee and will be jointly responsible for establishing the agenda of the Committee meetings, preparing minutes and writing such correspondence as the Committee may direct.

(iii) Disclosure

The Hospital shall provide to the Redeployment Committee all pertinent staffing and financial information.

(iv) Alternatives

The Redeployment Committee, or where there is no consensus, the committee members shall propose alternatives to cutbacks in staffing to the Hospital's Chief Executive Officer and to the Board of Directors.

At the time of submitting any plan concerning rationalization of services and involving the elimination of any position(s) or any layoff(s) to the District Health Council or to the Ministry of Health, the Hospital shall provide a copy, together with accompanying documentation, to the Union.

9.08 - Layoff and Recall

An employee in receipt of notice of layoff pursuant to 9.07(a)(ii) may:

- (a) accept the layoff; or
- (b) opt to receive a separation allowance as outlined in Article 9.10;
or
- (c) opt to retire, if eligible under the terms of the Hospitals of Ontario Pension Plan (HOOPP) as outlined in Article 18.02; or
- (d) displace another employee who has lesser bargaining unit seniority in the same or a lower or an identical-paying classification in the bargaining unit if the employee originally subject to layoff has the ability to meet the normal requirements of the job. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article 9.07.

An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Hospital of his or her intention to do so and the position claimed within seven (7) days after receiving the notice of layoff.

Note: For purposes of the operation of clause (d), an identical-paying classification shall include any classification where the straight-time hourly wage rate at the level of service corresponding to that of the laid off employee is within 1% of the laid off employee's straight time hourly wage rate.

In the event that there are no employees with lesser seniority in the same or a lower or identical-paying classification, as defined in this article, a laid-off employee shall have the right to displace another employee with lesser seniority who is the least senior employee in the classification and where the straight-time hourly rate at the level of service corresponding to that of the employee is within 5% of the laid-off employee's straight-time hourly rate.

An employee who is subject to layoff other than a layoff of a permanent or long-term nature shall have the right to accept the layoff or displace another employee in accordance with (a) and (d) above.

An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided he or she has the 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 complete.

In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Hospital shall not act in an arbitrary or unfair manner.

An employee recalled to work in a different classification from which he or she was laid off shall have the privilege of returning to the position held prior to the layoff should it become vacant within six (6) months of being recalled.

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.

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 second 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 or her proper address being on record with the Hospital.

Employees on layoff shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.

No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employees.

In the event of a layoff of an employee, the Hospital shall pay its share of insured benefits premiums for the duration of the six-month notice period provided for in Article 9.07.

Article 9.09 - Retraining

(a) Retraining for Positions within the Hospital

Where, with the benefit of retraining of up to six (6) months, an employee who has either accepted the layoff or who is unable to displace any other employee could be redeployed to a hospital position identified by the Redeployment Committee in accordance with Article 9.07(b)(i):

- (i) Opportunities to fill vacant positions identified by the Hospital Redeployment Committee through retraining shall be offered to employees who apply and would qualify for the position with the available retraining in order of their seniority until the list of any such opportunities is exhausted. Opportunities to fill vacancies outside of CUPE bargaining units may be offered by the Hospital in its discretion.
- (ii) The Hospital and the Union will cooperate so that employees who have received notice of permanent layoff and been approved for retraining in order to prevent a layoff will have their work schedules adjusted in order to enable them to participate in the retraining, and scheduling and seniority requirements may by mutual agreement be waived. The Redeployment Committee will seek the assistance of the Hospital Training and Adjustment Panel (HTAP) to cover the cost of tuition, books and any travel.
- (iii) Apart from any on-the-job training offered by the Hospital, any employee subject to layoff who may require a leave of absence to undertake retraining in accordance with the foregoing shall be granted an unpaid leave of absence which shall not exceed six (6) months.
- (iv) Laid-off employees who are approved for retraining in order to qualify for a vacant position within the Hospital will continue to receive insured benefits.

(b) Placement

Upon successful completion of his or her training period, the Hospital and the Union undertake to waive any restrictions which might otherwise apply, and the employee will be placed in the job identified in 9.09(a)(i).

An employee subject to layoff who applies but later declines to accept a retraining offer or fails to complete the training will remain subject to layoff.

(c) Regional Redeployment committee

A joint committee of the participating hospitals and local unions identified in Appendix "A" shall meet prior to June 30, 1993, and will establish Regional Redeployment Committees to identify employment opportunities and to facilitate and arrange for the redeployment of laid off employees.

Each Hospital will provide such Regional Redeployment Committee with the name, address, telephone number, and years of service and seniority of all employees who have been laid off.

In filling vacancies not filled by bargaining unit members, the Hospitals will be encouraged to give first consideration to laid-off employees who are on the list and who are qualified to perform the work. For benefit-entitlement purposes, it is recognized that Hospitals shall be free to grant to any employees hired through this process full credit for service earned with another hospital.

Article 9.10 - Separation Allowances

- a) Where an employee resigns within 30 days after receiving notice of layoff pursuant to article 9.07(a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of twelve (12) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand (\$3,000)dollars.
- (b) Where an employee resigns later than 30 days after receiving notice pursuant to Article 9.07(a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250) dollars.

Article 9.11 - Portability of Service

An employee hired by the Hospital with recent and related experience may claim consideration for such experience at the time of hiring on a form to be supplied by the Hospital. Any such claim shall be accompanied by verification of previous related experience. The Hospital shall then evaluate such experience during the probationary period following hiring. Where in the opinion of the Hospital such experience is determined to be relevant, the employee shall be slotted in that step of the wage progression consistent with one (1) year's service for every one (1) year of related experience in the classification upon completion of the employee's probationary period. It is understood and agreed that the foregoing shall not constitute a violation of the wage schedule under the collective agreement.

9.12 - Technological Change

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 affect, if any, upon employees concerned.

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

Employees with one (1) 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 above set forth and the requirements of the applicable law.

ARTICLE 10 - CONTRACTING OUT10.01 - Contracting Out

The Hospital shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any employees other than casual part-time employees results from such contracting out. Contracting out to an employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off with similar terms and conditions of employment is not a breach of this provision.

10.02 - Contracting In

Further to Article 9.07(b)(1)(1) the parties agree that the Redeployment Committee will immediately undertake a review of any existing sub-contract work which would otherwise be bargaining unit work and which may be subject to expiry and open for renegotiation within six (6) months with a view to assessing the practicality and cost-effectiveness of having such work performed within the Hospital by members of the bargaining unit.

ARTICLE 11 - WORK OF THE BARGAINING UNIT11.01 - Work of the Bargaining Unit

Employees not covered by the terms of this Agreement will not perform duties normally assigned to those employees who **are** covered by this Agreement, except for the purposes of instruction, experimentation, or in emergencies when regular employees are not readily available.

11.02 - Volunteers

The use of volunteers to perform bargaining unit work, as covered by this agreement, shall not be expanded beyond the extent of existing practice as of June 1, 1986.

Effective October 1, 1990, the Hospital shall submit to the Union figures indicating the number of volunteers as of September 20, 1990. Thereafter, the Hospital shall submit to the Union, at three (3) month intervals, the number of volunteers for the current month and the number of hours worked.

ARTICLE 12 - LEAVES OF ABSENCE12.01 - Personal Leave

Written request for a personal leave of absence without pay will be considered on an individual basis by the Hospital. Such requests are to be submitted to the employee's immediate supervisor at least four (4) weeks in advance, unless not reasonably possible to give such notice, and a written reply will be given within fourteen (14) days except in cases of emergency in which case a reply will be given as soon as possible. Such leave shall not be unreasonably withheld.

12.02 - Union Business

The Hospital shall grant leave of absence without pay to employees to attend Union conventions, seminars, education classes and other Union business in connection with the administration of the collective agreement provided that such leave will not interfere with the efficient operation of the Hospital. Such leave will not be unreasonably denied.

In requesting such leave of absence for an employee or employees, the Union must give at least twenty-one (21) days clear notice in writing to the Hospital, unless not reasonably possible to give such notice.

The cumulative total leave of absence, the number of employees that may be absent at any one time from any one area, and the number of days of absence shall be negotiated locally and are set out in the Local Provisions Appendix, Article E. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Hospital on the basis of what his normal regular hours of work would have been, provided that the Union reimburses the Hospital in the amount of such salary and applicable benefits within thirty (30) days of billing.

Notwithstanding the above, time spent by the eight (8) Executive Board members of the Ontario Council of Hospital Unions to fulfill the duties of the position shall be in addition to leave for Union Business under this clause.

12.03(a) Full-Time Position with the Union

Upon application by the Union, in writing, the Hospital shall grant leave of absence, without pay, to an employee elected or appointed to full-time Union office. It is understood that no more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties.

Seniority shall accumulate for employees during such leave on the basis of what his normal regular hours of work would have been.

The employee shall notify the Hospital of his intention to return to work at least four (4) weeks prior to the date of such return. The employee shall be returned to his former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had the employee not been on leave. Notwithstanding Article 2.01, the Hospital may fill the vacancy resulting from such leave on a temporary basis.

12.03(b) - Leave for OCHU President

Upon application in writing by the Union on behalf of the employee to the Hospital, a leave of absence without pay shall be granted to such employee(s) elected to the position of the President of the Ontario Council of Hospital Unions for period(s) of up to two (2) years. It is understood, however, that during such leave the employee shall be deemed to be an employee of the Union.

There shall be no **loss** of service or seniority during such leave of absence and the employee shall accumulate service and seniority on the basis of what his normal regular hours of work would have been. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Hospital on the basis of what his normal regular hours of work would have been, provided that the Union reimburses the Hospital in the amount of such salary and applicable benefits within thirty (30) days of billing.

The employee agrees to notify the Hospital of his intention to return to work at least four (4) weeks prior to the date of such return. The employee shall be returned to his former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had the employee not been on leave.

Notwithstanding Article 2.01, the Hospital may fill the vacancy resulting from such leave on a temporary basis.

12.04 - Bereavement Leave

Any employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for three (3) consecutive calendar days off without loss of regular pay from regularly scheduled hours in conjunction with the death of the spouse, child, parent, sister, brother, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-law or grandparent of spouse. The Hospital, in its discretion, may extend such leave with or without pay. Where an employee does not qualify under the above-noted conditions, the Hospital may, nonetheless, grant a paid bereavement leave. For the purpose of bereavement leave, the relationships specified in the preceding clause are deemed to include a common-law spouse and a partner of the same sex.

12.05 - Jury & Witness Duty

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

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

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 be paid for all hours actually spent at such hearings at his regular straight time hourly rate subject to (a), (b) and (c) above.

12.06 - Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.

- (d) Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 18 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between ninety-three percent (93%) of her normal weekly earnings and the sum of her weekly unemployment insurance benefits and any other earnings. Receipt by the Hospital of the employee's unemployment insurance cheque stubs shall constitute proof that she is in receipt of Unemployment Insurance pregnancy benefits.

The employee's normal weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to receive if she were not on pregnancy leave.

In addition to the foregoing, the Hospital will pay the employee' ninety-three percent (93%) of her normal weekly earnings during the first two (2) week period of the leave while waiting to receive Unemployment Insurance benefits.

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.

- (e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave on the basis of what the employee's normal regular hours of work would have been.
- (f) The Hospital will continue to pay the percentage in lieu of benefits and its share of pension contributions during the period of pregnancy leave. The Hospital will register those benefits as part of the Supplementary Unemployment Benefit Plan with the Unemployment Insurance Commission.
- (g) Subject to any changes to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

12.07 - Parental Leave

- (a) Parental leaves will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least two (2) weeks in advance of the date of the commencement of such leave and the expected date of return.

- (c) For the purposes of this article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.

- (d) An employee who is an adoptive parent shall advise the Hospital as far in advance **as** possible of having qualified to adopt a child, and shall request **the** leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

An employee who is an adoptive parent may extend the parental leave for such greater time as may be required by the adoption agency concerned to a maximum total of six (6) months.

An employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.

- (e) Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance parental benefits pursuant to Section 18 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit for a period not exceeding ten (10) weeks. That benefit shall be equivalent to the difference between ninety-three percent (93%) of the employee's normal weekly earnings and the sum of his or her weekly unemployment insurance benefits and any other earnings. Receipt by the Hospital of the employee's unemployment insurance cheque stub will serve **as** proof that the employee is in receipt of unemployment parental benefits.

The employee's normal weekly earnings shall be determined by multiplying the employee's regular hourly rate on his or her last day worked prior to the commencement of the leave, times the employee's normal weekly hours, plus any wage increase or salary increment that the employee would be entitled to if he or she were not on parental leave.

In addition to the foregoing the Hospital shall pay the employee ninety-three percent (93%) of his or her normal weekly earnings during the first two (2) week period of the leave while waiting to receive Unemployment Insurance benefits.

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.

- (f) Credits for service and seniority shall accumulate for a period of up to eighteen (18) weeks while an employee is on parental leave on the basis of what the employee's normal regular hours of work would have been.

- (g) The Hospital will continue to pay the percentage in lieu of benefits and its share of the pension contribution for a period of up to ten (10) weeks while the employee is on parental leave. The Hospital will register these benefits with the Unemployment Benefit Plan.
- (h) Subject to any changes to the employee's status which would have occurred had he or she not been on parental leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

12.08 - Education Leave

If required by the Hospital, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his or her employment qualifications.

Where employees are required by the Hospital to take courses to upgrade or acquire new employment qualifications, the Hospital shall pay the full costs associated with the courses.

Subject to operational requirements, the Hospital will make every reasonable effort to grant requests for necessary changes to an employee's schedule to enable attendance at a recognized up-grading course or seminar related to employment with the Hospital.

12.09 - Pre-Paid Leave Plan

Effective March 31, 1993, the Hospital agrees to introduce a pre-paid leave program, funded solely by the employee subject to the following terms and conditions:

- (a) The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXXVIII of the Income Tax Regulations, Section 6301, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The employee must make written application to the Hospital at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.
- (c) The number of employees that may be absent at any one time shall be determined between the local parties. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the employee, the local Union and the Hospital.
- (d) Where there are more applications than spaces allotted, seniority shall govern.
- (e) During the four (4) years of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to the employee until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Hospital.

- (g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Hospital and the employee.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which the employee is participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan.. The employee will not be eligible to participate in the disability income plan during the year of the leave.
- (i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Hospital. Deferred salary, plus accrued interest, if any, will be returned to the employee within a reasonable period of time.
- (j) If the employee terminates employment, the deferred salary held by the Hospital plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (k) 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. The Hospital will give the employee **as** much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to the employee within a reasonable period of time.
- (l) The employee will be reinstated to his or her former position unless the position has been discontinued, in which case the employee shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Hospital in order to authorize the Hospital to make the appropriate deductions from the employee's pay. Such agreement will include:
 - (i) A statement that the employee is entering the pre-paid leave program in accordance with this Article of the collective agreement.
 - (ii) The period of salary deferral and the period for which the leave is requested.
 - (iii) The manner in which the deferred salary is to be held.

The letter of application from the employee to the Hospital to enter the prepaid leave program will be appended to and form part of the written agreement.

ARTICLE 13 - INJURY & DISABILITY

13.01 Injury Pay

If an employee is injured on the job and his supervisor excuses him from further duty for the balance of his shift, the employee's regular rate of pay shall continue for the balance of that shift and there shall be no deduction from sick leave or other credits.

13.02 Payroll Deduction for Union Sponsored LTD Plan

The Hospital will provide payroll deduction for the union-sponsored LTD plan where a majority of those eligible in the bargaining unit indicate a willingness to have the premium cost deducted from their wages. The Union shall be responsible for ascertaining the wishes of its members in this regard.

ARTICLE 14 - HOURS OF WORK

14.01 - Daily & Weekly Hours of Work

(See Local Appendix, Article G, for Scheduling Provisions)

A standard shift will be seven and one-half (7 1/2) hours, exclusive of a one-half (1/2) hour unpaid lunch break. The regular hours of work for all employees shall not regularly exceed twenty-two and one-half (22 1/2) hours per week or forty-five (45) hours averaged over a two week period, except in a case of an emergency.

Part-time employees shall be entitled to a paid rest period of fifteen (15) minutes for each three and three-quarter (3 3/4) hours of work.

14.03 - Additional Rest Periods

When an employee performs authorized overtime work of at least three (3) hours duration, the Hospital will schedule a rest period of fifteen (15) minutes duration.

ARTICLE 15 - PREMIUM PAYMENT

15.01 - Definition of Regular Straight Time Rate of Pay

The regular straight time rate of pay is that prescribed in wage schedule of the Collective Agreement.

15.02 - Definition of Overtime

When an employee at the request of, and approval of the Department Head under which he is employed, is required to work more than seven and one-half (7 1/2) hours in any one day he shall be paid according to Article 15.03.

15.03 - Overtime Premium and No Pyramiding

The overtime rate shall be time and one-half (1 1/2) the employee's straight-time hourly rate." (Note: this clause is subject to the application of superior conditions)

Overtime premium will not be duplicated nor pyramided nor shall other premiums be duplicated nor pyramided nor shall the same hours worked be counted as part of the normal work week and also as hours for which the overtime premium is paid.

15.04 - Time Off in Lieu of Overtime

Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked.

Time off in lieu may be taken on a mutually agreed upon basis between the employee and the Hospital, such time off will be the equivalent of the premium rate the employee has earned for working overtime. The Hospital shall revert to payment of premium rate if time off is not taken within sixty (60) calendar days.

15.05 - Reporting Pay

Employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available will be paid at least four (4) hours except when work is not available due to conditions beyond the control of the Hospital. The reporting allowance outlined as herein shall not apply whenever an employee has received prior notice not to report for work. Part-time employees scheduled to work less than seven and one-half (7 1/2) hours per day will receive a pro-rated amount of reporting pay.

15.06 - Call-Back

Where employees are called back to work after having completed a regular shift, and prior to the commencement of their next regular shift, they shall receive a minimum of four (4) hours of work or four (4) hours pay at the rate of time and one-half (1 1/2) their regular hourly earnings. Superior provisions shall remain.

15.07 - Standby

An employee who is required to remain available for duty on standby, outside the normal working hours for that particular employee, shall receive standby pay in the amount of \$2.00 per hour for all hours on standby.

Standby pay shall, however, cease where an employee is called into work under Article 15.06 above and works during the period of standby.

15.08 - Temporary Transfer

Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit for a period in excess of one-half (1/2) of a shift, he shall be paid the rate in the higher salary range immediately above his current rate from the commencement of the shift on which he was assigned the job.

Where a Hospital temporarily assigns an employee to carry out the assigned responsibilities of a classification outside the bargaining unit for a period in excess of one-half (1/2) of one shift, the employee shall receive an allowance of \$4.00 for each shift from the time of the assignment.

15.09 - Shift and Weekend Premium

Employees shall be paid a shift premium of forty-five cents (~~45¢~~) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours. The same forty-five (~~450~~) per hour will be paid as weekend premium for all hours worked between 2400 hours Friday and **2400** hours Sunday, or such other 48-hour period as may be agreed upon by the local parties.

ARTICLE 16 - HOLIDAYS16.01 - Payment for Working on a Holiday

If an employee is required to work on any of the holidays set out in the local Appendix the employee shall be paid at the rate of time and one half (~~1½~~) her straight time hourly rate of pay for all hours worked on such holiday.

16.02 - Payment for Working Overtime on a Holiday

Where an employee is required to work authorized overtime in excess of his regularly scheduled hours on a paid holiday, such employee shall receive twice his regular straight time hourly rate for such authorized overtime.

ARTICLE 17 - VACATIONS17.01 - Part-Time Entitlement, Qualifiers and Calculation of PaymentProgression on Vacation Schedule (Part-Time)

- (a) Effective October 10, 1986 part-time employees, including casual employees, shall accumulate service for the purpose of progression on the vacation scale, on the basis of one year for each 1725 hours worked.

Notwithstanding the above, employees hired prior to October 10, 1986 will be credited with the service they held for the purpose of progression on the vacation scale under the Agreement expiring September 28, 1985 and will thereafter accumulate service in accordance with this Article.

- (b) All part-time employees shall receive vacation pay to be added to the employee's regular bi-weekly pay cheque on the following basis:
- i) first two (**2**) years of service - four (4) percent of gross earnings;
 - ii) employees who have completed two (2) years but less than five (5) years of service - six (6) percent of gross earnings;
 - iii) employees who have completed five (5) years but less than fifteen (**15**) years of service - eight (8) percent of gross earnings;
 - iv) employees who have completed fifteen (15) years of service but less than twenty-five (25) years of service - ten (10) percent of gross earnings;
 - v) employees who have completed twenty-five (**25**) years of service or more - twelve (12) percent of gross earnings.

17.02 - Work During Vacation

Should an employee who has commenced his scheduled vacation and agrees upon request by the Hospital to return to perform work during the vacation period, the employee shall be paid at the rate of one and one-half (1½) times his basic straight time rate for all hours so worked. To replace the originally scheduled days on which such work was performed, the employee will receive one (1) vacation lieu day off for each day on which he has so worked.

ARTICLE 18 - BENEFITS FOR PART-TIME EMPLOYEES18.01 - Benefits for Part-Time Employees

A part-time employee shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or part by the Hospital, as part of direct compensation or otherwise, including holiday pay, save and except salary, vacation pay, standby pay, call back pay, reporting pay, responsibility allowance, jury and witness duty, bereavement pay, and maternity supplemental unemployment benefits) an amount equal to 14% of his/her regular straight time hourly rate for all straight time hours paid.

Article 18.02 - Retirement Allowance

Prior to issuing notice of layoff pursuant to article 9.07(a)(ii) in any classification(s), the Hospital will offer early-retirement allowance to a sufficient number of employees eligible for early retirement under HOOFP within the classification(s) in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the number of employees within the classification(s) who would otherwise receive notice of layoff under article 9.07(a)(ii).

An employee **who** elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of two weeks' salary for each year of service, plus a prorated amount for any additional partial year of service, to a maximum ceiling of 26 weeks' salary, and, in addition, full-time employees shall receive a single lump-sum payment equivalent to \$1,000 for each year less than age 65 to a maximum of \$5,000 upon retirement.

ARTICLE 19 - COMPENSATION19.01 - Job Classification

When a new classification (which is covered by the terms of this collective agreement) is established by the Hospital, the Hospital shall determine the rate of pay for such new classification and notify the local Union of the same. If the local Union challenges the rate, it shall have the right to request a meeting with the Hospital to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Hospital of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Hospital. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting.

The decision of the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

When the Hospital makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Hospital agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

If the matter is not resolved following the meeting with the Union the matter may be referred to Arbitration as provided in the agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Hospital.

Notwithstanding the foregoing, if as a result of compensable illness or injury covered by W.C.B., an employee is unable to carry out the regular functions of her position, the Hospital may, subject to its operational requirements, establish a special classification and salary in an endeavour to provide the employee with an opportunity of continued employment. This provision shall not be construed as a guarantee that such special classification(s) will be made available or continued.

19.02 - Promotion to a Higher Classification

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).

19.03 - Wages and Classification Premiums

Rates of pay are set out for the various occupational groups in Schedule "A" of this Agreement.

For each classification of work or type of performance there shall be set up a minimum and maximum list which shall be termed "Brackets".

New employees shall commence at the start rate and prior to the completion of the probationary period the Hospital shall assess new employees.

19.04 - Progression on the Wage Grid

Effective October 10, 1986 part-time employees, including casual employees, shall accumulate service for the purpose of progression on the wage grid, on the basis of one year for each 1725 hours worked.

Notwithstanding the above, employees hired prior to October 10, 1986 will be credited with the service they held for the purpose of progression on the wage grid under the Agreement expiring September 28, 1985 and will thereafter accumulate service in accordance with this Article.

ARTICLE 20 - DURATION

20.01 - Term

This agreement shall be binding and continue in effect and shall continue from year to year unless either party gives written notice to the other party of its desire to bargain for amendments within ninety (90) days prior to the termination date of September 28, 1993. Upon receipt of such ~~notice~~ by one party or the other, both parties will meet thereafter for the purpose of bargaining.

20.02 - Central Bargaining

Notwithstanding the foregoing provisions, in the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, either party to this Agreement may give notice to the other party of its desire to bargain for amendments on local matters proposed for incorporation in the renewal of this Agreement and negotiations on local matters shall take place during the period from 120 to 60 days prior to the termination date of this Agreement. Negotiations on central matters shall take place during the period commencing forty-five 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 respectively 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 that may be determined by mutual agreements between the central negotiating committees referred to above. For such purposes, it is further understood that the central negotiating committees will meet during the sixth month prior to the month of termination of this Agreement to convey the intentions of their principals as to possible participation in central negotiations, if any, and the conditions for such central bargaining.

Dated at Kingston, Ontario this 5th day of December 1994.

FOR THE LOCAL UNION

John Barber
Jean Buchanan
Linda Dumbarton
Annie Robinson
Alexis Cupido Lambert
M. H. I. [unclear]

FOR THE HOSPITAL

[unclear]
[unclear]
STEELER
J. Tong
P. Deorine

APPENDIX OF LOCAL ISSUES

The following provisions, while not being an exhaustive listing, are appropriate for inclusion in an Appendix of Local Issues. Any local issue provisions which existed in the hospital's expiring collective agreement shall be continued in the Appendix of Local Issues subject to any changes, deletions or additions resulting from the current round of bargaining.

- Management Rights
- Statement of Religious Purpose
- Recognition
- Union Membership
- Dues Deduction and Remittance and Dues Lists
- Constitution of Local Bargaining and Grievance Committees
- Seniority Lists
- Scheduling
- Uniform Allowance
- Sick Leave Administrative Provisions
- Transfer to Lower Paying Classifications
- Designation of Specific Holidays
- Administrative Provision re Payment of Wages
- Meal Allowances
- Bulletin Boards
- Mileage Allowance
- Communication to Union
- Vacation Administrative Provisions
- Pay Day
- Health & Safety

Where a Hospital and a Local Union have reached a settlement of all Local Issues, and the form in which their agreed issues are to appear in the collective agreement is inconsistent with the foregoing agreement of the central parties, then the local parties may re-open negotiations for the sole purpose of ensuring that the form of their collective agreement is consistent with the foregoing. Any difficulties in this regard shall be submitted to the Implementation Committee for resolution.

IMPLEMENTATION NOTE RE PREEXISTING CLAUSES

For those headings containing a reference to this note, if the expiring collective agreement applied to part-time employees, the existing provision shall continue, amended as appropriate by any amendment to the full-time provisions.

CUPE WAGE SCHEDULE

SCHEDULE A

B,C = FULL TIME

P = PART TIME

OCCUP'N CODE	JOB TITLE	PAY STEP	SEPT 29 1991	JAN 01 1992	SEPT 29 1992	JAN 01 1993
8/P084	CASHIER 4	1	12.881	13.079	13.341	13.573
		2	13.092	13.290	13.556	13.787
		3	13.253	13.451	13.720	13.952
8/P014	CLERK 4	1	12.881	13.079	13.341	13.564
8/P024	CLERK TYPIST 4	2	13.092	13.290	13.556	13.778
8/P054	MEDICAL STENOGRAPHER 4	3	13.253	13.451	13.720	13.943
8/P015	CLERK 5	1	13.288	13.486	13.756	13.978
8/P025	CLERK TYPIST 5	2	13.499	13.697	13.970	14.193
8/P055	MEDICAL STENOGRAPHER 5	3	13.707	13.905	14.183	14.406
8/P125	INPUT OPERATOR 5					
8/P035	RECEPTIONIST 5	1	13.288	13.486	13.756	13.985
8/P005	SECRETARY 5 (UNIT)	2	13.499	13.697	13.970	14.200
8/P045	SECRETARY 5 (MOS)	3	13.707	13.905	14.183	14.413
8/P065	MEDICAL SECRETARY (GFT) 5					
8/P115	MEDICAL SECRETARY 5					
8/P145	SWITCHBOARD OPERATOR 5					
8/P016	CLERK 6	1	13.721	13.919	14.198	14.420
8/P026	CLERK TYPIST 6	2	13.975	14.173	14.457	14.679
8/P096	COMPUTER OPERATOR 6	3	14.244	14.442	14.731	14.954
8/P126	INPUT OPERATOR 6					
8/P136	ANALYST 6					
8/P006	UNIT CLERK 6	1	13.721	13.919	14.198	14.427
8/P036	RECEPTIONIST 6	2	13.975	14.173	14.457	14.686
8/P046	SECRETARY 6 (MOS)	3	14.244	14.442	14.731	14.961
8/P106	SECRETARY 6 (UNIT)					
8/P056	MEDICAL STENOGRAPHER 6					
8/P066	MEDICAL SECRETARY (GFT) 6					
8/P116	MEDICAL SECRETARY 6					

OCCUP'N CODE	JOB TITLE	PAY STEP	SEPT 29 1991	JAN 01 1992	SEPT 29 1992	JAN 01 1993
B/P017	CLERK 7	1	14.275	14.473	14.762	14.986
B/P157	JOB CONTROL CO-ORDINATOR 7	2	14.528	14.726	15.021	15.245
B/P162	CO-ORDINATOR 7	3	14.800	14.998	15.298	15.521
B/P057	MED STENO 7					
B/P117	MEDICAL SEC. 7	1	14.275	14.473	14.762	14.992
B/P027	SECRETARY 7 (UNIT)	2	14.528	14.726	15.021	15.252
B/P047	SECRETARY 7 (MOS)	3	14.800	14.998	15.298	15.528
B/P067	MEDICAL SECRETARY (GFT)					
B/P087	CASHIER 7*	1	13.888	13.888	14.166	14.166
B/P107	STOREKEEPER/INVEN. CLERK 7	2	14.142	14.142	14.425	14.425
		3	14.414	14.414	14.702	14.702
B/P177	BUYER 7	1	14.262	14.262	14.547	14.547
		2	14.515	14.515	14.805	14.805
		3	14.803	14.803	15.099	15.099
B/P068	MEDICAL SECRETARY (GFT) 8	1	14.528	14.726	15.021	15.249
B/P158	OFFICE COORDINATOR 8 (UNIT)	2	14.800	14.998	15.298	15.527
B/P161	OFFICE COORDINATOR 8 (MOS)	3	15.054	15.252	15.557	15.786
B/P108	STOREKEEPER 8	1	14.142	14.142	14.425	14.425
B/P188	PRINTER 8	2	14.414	14.414	14.702	14.702
		3	14.667	14.667	14.961	14.961
B/P178	BUYER 8	1	14.517	14.517	14.807	14.807
		2	14.786	14.786	15.082	15.082
		3	15.056	15.056	15.357	15.357
B/P069	CO-ORDINATOR (GFT) 9	1	14.903	15.101	15.403	15.631
B/P019	OFFICE COORDINATOR 9 (MOS)	2	15.174	15.372	15.679	15.908
B/P159	OFFICE COORDINATOR 9 (UNIT)	3	15.443	15.641	15.954	16.183
B/P109	SR. STORES INVEN. CLERK 9	1	14.517	14.517	14.807	14.807
B/P189	PRINTER 9	2	14.786	14.786	15.082	15.082
		3	15.056	15.056	15.357	15.357
B/P190	MAINT.STORES COORD 10 (MOS)	1	15.025	15.025	15.325	15.325
B/P160	MAINT.STORES COORD 10 (UNIT)	2	15.304	15.304	15.610	15.610
		3	15.581	15.581	15.893	15.893

OC JP'N CODE	JOB TITLE	PAY STEP	SEPT 29 1991	JAN 01 1992	SEPT 29 1992	JAN 01 1993
<hr/>						
C/P301	DIETARY AIDE I	1	13.033	13.231	13.495	13.720
C/P303	HOUSING AIDE	2	13.227	13.425	13.694	13.919
		3	13.450	13.648	13.921	14.147
C/P310	WARD AIDE (UNIT)	1	13.318	13.352	13.619	13.930
C/P305	WARD AIDE (MOS)	2	13.528	13.562	13.833	14.129
C/P306	DIETARY AIDE III	3	13.736	13.770	14.046	14.357
C/P307	SEAMSTRESS	1	13.318	13.516	13.786	13.983
		2	13.528	13.726	14.000	14.197
		3	13.736	13.934	14.213	14.411
C/P343	NON-REG NURSING ASST	1	12.932	12.932	13.191	13.191
		2	13.141	13.141	13.404	13.404
		3	13.350	13.350	13.617	13.617
C/P309	CSS TECHNICIAN	1	13.721	13.829	14.105	14.105
C/P348	O.R. AIDE	2	13.975	14.069	14.351	14.351
		3	14.244	14.277	14.563	14.563
C/P311	CHEF'S ASSISTANT	1	13.709	13.709	13.983	13.983
C/P312	HOUSING ASSISTANT	2	13.919	13.919	14.197	14.197
C/P313	LINEN ASSISTANT	3	14.129	14.129	14.411	14.411
C/P314	DISTRIBUTION ASSIST					
C/P316	OCCUP THERAPY AIDE	1	13.829	13.829	14.105	14.105
C/P317	CHEF'S ASSISTANT II	2	14.069	14.069	14.351	14.351
C/P349	UNIT AIDE	3	14.277	14.277	14.563	14.563
C/P318	DIETARY AIDE LEADER	1	14.007	14.007	14.287	14.287
C/P319	HOUSING LEADER	2	14.202	14.202	14.486	14.486
C/P320	GROUNDKEEPER	3	14.414	14.414	14.702	14.702
C/P357	CENTRAL DISP PORTER	1	13.888	13.888	14.165	14.165
		2	14.142	14.142	14.425	14.425
		3	14.414	14.414	14.702	14.702
C/P321	PORTER LEADER	1	14.517	14.517	14.807	14.807
		2	14.786	14.786	15.082	15.082
		3	15.056	15.056	15.357	15.357
C/P324	COOK	1	14.382	14.382	14.670	14.670
C/P350	QUALITY CTRL ASSIS.	2	14.591	14.591	14.883	14.883
		3	14.802	14.802	15.098	15.098
C/P333	PHYSIOTHERAPY ASSIST	1	14.129	14.129	14.411	14.411
C/P346	LABORATORY AIDE II	2	14.337	14.337	14.624	14.624
			14.546	14.546	14.837	14.837

OCCUP'N CODE	JOB TITLE	PAY STEP	SEPT 29 1991	JAN 01 1992	SEPT 29 1992	JAN 01 1993
C/P355	DISTRIBUTION PORTER	1	12.902	12.902	13.160	13.160
C/P356	MAILROOM PORTER	2	13.112	13.112	13.374	13.374
C/P344	SPD TECHNICIAN	3	13.321	13.321	13.587	13.587
C/P328	RESPIRATORY TECH	1	14.337	14.337	14.624	14.624
		2	14.545	14.545	14.836	14.836
		3	14.771	14.771	15.067	15.067
C/P329	ORDERLY	1	14.382	14.382	14.670	14.670
C/P347	EMERGENCY EQUIP CO-OR	2	14.591	14.591	14.883	14.883
		3	14.802	14.802	15.098	15.098
C/P328	RNA	1	14.769	14.967	15.267	15.564
		2	14.978	15.176	15.480	15.780
		3	15.189	15.387	15.695	15.996
C/P330	PHYSIO ASSIST/RNA	1	14.829	15.027	15.327	15.585
		2	15.039	15.237	15.541	15.798
		3	15.248	15.446	15.755	16.014
C/P331	CHEF	1	14.636	14.636	14.929	14.929
		2	14.861	14.861	15.158	15.158
		3	15.071	15.071	15.373	15.373
C/P332	GEN MAINTENANCE HELP	1	14.940	14.940	15.239	15.239
C/P359	MASTER PASTRY CHEF	2	15.142	15.142	15.445	15.445
C/P360	DRAFTSPERSON	3	15.354	15.354	15.661	15.661
C/P327	O/R TECHNICIAN	1	15.549	15.747	16.062	16.322
		2	15.758	15.956	16.275	16.535
		3	15.967	16.165	16.488	16.748
C/P334	PAINTER	1	16.541	16.541	16.872	16.872
		2	16.752	16.752	17.087	17.087
		3	16.965	16.965	17.304	17.304
C/P342	LEAD HAND PAINTER	1	17.199	17.199	17.543	17.543
		2	17.411	17.411	17.760	17.760
		3	17.621	17.621	17.974	17.974
C/P335	PLUMBER	1	17.335	17.335	17.681	17.681
C/P336	CARPENTER	2	17.545	17.545	17.896	17.896
C/P337	MECHANIC	3	17.755	17.755	18.110	18.110
C/P338	PLASTERER					
C/P339	ELECTRICIAN					
C/P340	REFRIG/AIR COND MECH					
C/P341	LEAD HAND (TRADES)	1	17.989	17.989	18.349	18.349
		2	18.199	18.199	18.563	18.563
		3	18.409	18.409	18.777	18.777

APPENDIX OF LOCAL ISSUES

PART-TIME

Expires: September 28, 1993

AGREED ISSUES IN THE 1991/1992 ROUND OF LOCAL BARGAINING
BETWEEN
KINGSTON GENERAL HOSPITAL
AND
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1974

The parties are in agreement that the documents appended hereto represent all of the issues agreed in the 1991/1992 round of Local Issues collective bargaining. It is further agreed that the Appendices of Local Issues, which form part of the three (3) existing Collective Agreements between the parties, will be amended such that there results in two (2) Collective Agreements: one (1) representing Part-Time Employees, in accordance with the existing provisions of Article A (Part-Time); and one (1) representing all Full-Time Employees previously represented separately under the Office and Clerical and the Support and Service Bargaining Units. The aforementioned combining of the two (2) Full-Time Collective Agreements shall result in the combining of the two (2) Full-Time Bargaining Units, in accordance with Article A - Recognition.

All Letters of Understanding and Letters of Intent as appended hereto, shall be appended to the renewed Appendices of Local Issues and shall replace all existing such appendages in the expired Collective Agreements.

MEMORANDUM OF SETTLEMENT

BETWEEN

KINGSTON GENERAL HOSPITAL

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1974

The parties hereby agree to recommend to their respective principals for ratification all amendments contained in the Appendices of Local Issues attached hereto, which will appear in the Collective Agreements between the Kingston General Hospital and the Canadian Union of Public Employees, Local 1974.

All amendments contained herein shall be effective 31 March 1993.

Signed at Kingston this 4th day of November 1992.

FOR THE HOSPITAL

St. Berger
MacMunn
P. Selkirk
J. Tong
P. McRorie

FOR THE UNION

John Bator
Joan Buchanan
Linda Dumbleton
Loni Rodriguez
Ausan Cupido-Lambert
M. M. F. L. L.

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APPENDIX OF LOCAL ISSUES

AR _____

The Hospital recognizes the Union as the sole and exclusive collective bargaining agent for all employees of the Kingston General Hospital regularly employed for less than twenty-two and one-half (22 1/2) hours per week, save and except persons covered by subsisting collective agreements with the Ontario Nurses' Association, the Ontario Public Service Employees Union, the Association of Allied Health Professionals: Ontario, Chartered Local Association No. 3, the Canadian Union of Public Employees and its local 1974 (Clerical and Support Service Employees), supervisors, technical personnel, lab assistants, and employees working in the Human Resources Department.

ARTICLE B - MANAGEMENT RIGHTS

The Union agrees to co-operate with the Hospital at all times to maintain the highest possible standard of service and efficiency and the Union acknowledges, except as specifically agreed to elsewhere in the Collective Agreement, the exclusive rights of the Hospital as follows:

To direct the operation of the Hospital in the best interest of the patients, the community and the employees, both within and without the bargaining unit.

To formulate policies, rules and regulations which are not inconsistent with the provisions of the Agreement.

To introduce new practices or services, to expand, reduce, eliminate, change or modify present services and practices; to enter into contracts for buildings, repairs, equipment, supplies, materials and services.

To determine, where, by whom, in what manner, to what time and under what conditions, employees in the bargaining unit and/or contractors and their employees shall perform their duties.

To determine in the interest of efficient operation and highest standard of service, the hours of work, work assignments, methods of doing the work and the working establishment for any service, provided always that reasonable notice shall be given to the employee or employees involved of any changes to be made.

To maintain order and discipline, to hire, promote, transfer employees, or for just cause, to demote, suspend, discharge, or otherwise discipline employees who have completed their probationary period.

To instruct and direct employees in their duties, responsibilities, conduct and attitudes towards patients, visitors, department heads, supervisors and other 'hospital employees who are outside the bargaining unit.

To have absolute control of buildings, use of buildings, use of utensils, equipment, machinery, tools, supplies, materials, insurance, drugs, medicines, clothing, uniforms and all other articles or things belonging to the Hospital.

ARTICLE C - UNION MEMBERSHIP

All present members of the Union shall remain members, as a condition of employment and all new employees who become members shall remain members.

ARTICLE D - DUES DEDUCTION AND REMITTANCE AND DUES LIST

The Hospital agrees to deduct from each pay cheque of all employees, an amount equal to the current dues of the Union (expressed as a percentage of gross pay) as established from time to time by the Union and communicated to the Employer; and further, the Employer agrees to remit the amount deducted to the Union Treasurer. The Employer will endeavour to remit all dues collected to the Union by the 15th working day of the period following the deduction. The Hospital agrees to furnish the Union Treasurer, each month, with an up-to-date list of the names and addresses of the employees paying dues. The list will also include an indication of each employee's gender. The Union shall hold the Hospital harmless with respect to all dues so deducted.

ARTICLE E - CONSTITUTION OF LOCAL BARGAINING AND GRIEVANCE COMMITTEES

-1 ELIGIBILITY

An employee will not be eligible to serve as a steward or as a member of the Negotiating or Grievance Committee until he has been employed by the Hospital for a period of forty-five (45) days of work.

-2 NUMBER OF STEWARDS

In accordance with Article 6.05, the Union shall have the right to appoint, or otherwise select stewards. The total number of stewards shall not exceed six (6). The Union shall advise the Hospital of the names in writing of the stewards as soon as they are appointed and subsequently inform the Hospital forthwith of any changes in the steward appointments. Not more than one (1) steward from a department in a particular work location will be absent from work to perform union duties at any one time, unless mutually agreed by the parties.

-3 GRIEVANCE COMMITTEE

In accordance with Article 6.06, the Union shall appoint, or otherwise select a grievance committee consisting of not more than three (3) members of the bargaining unit. The Union shall advise the Hospital of the names of the members in writing of the said committee as soon as they are appointed and shall subsequently inform the Hospital forthwith of any changes in its personnel.

-4 LOCAL BARGAINING COMMITTEE

In accordance with Article 6.03, the Union shall have the right to appoint, or otherwise select a Negotiating Committee of not more than four (4) employees, where no more than two (2) are from the same department. The Union shall advise the Hospital of the names of the members in writing of the said committee as soon as they are appointed and shall subsequently inform the Hospital forthwith of any changes in its personnel.

-5 UNION LEAVE

Individual employees will not normally be granted more than twenty (20) days Union Leave in total in any one (1) calendar year; the Union President or designate shall not normally be granted more than forty (40) days Union Leave in any one (1) calendar year. (The Union President shall, however, not personally exceed thirty (30) days maximum). Such a limitation shall not apply to leave taken by an individual elected to serve on a Central Bargaining team, or to meetings with the Hospital.

Such leave shall only apply where the Hospital would be subject to reimbursement by the Union in accordance with Article 12.02. Should more than one employee in a department or work area request union leave, permission for such leave may be granted at the discretion of the immediate supervisor.

-6 UNION ACTIVITY ON PREMISES

The Union acknowledges that the stewards and the members of the negotiating and grievance committees will continue to perform their regular duties on behalf of the Hospital and that such persons will not leave their duties without first obtaining permission from the Head of the Department in which they are working and on completion of such duties shall report back to that official.

The Hospital will endeavour to provide a proper secure office for the use of the Union.

-7 LABOUR MANAGEMENT COMMITTEE

In accordance with Article 6.02, up to three (3) members from the Union and up to three (3) members from the Hospital may constitute the committee. One of the representatives of the Hospital shall be the President and Chief Executive Officer or delegate who shall act as Chairperson. The committee shall meet once each month on a date agreed to by mutual consent.

ARTICLE F - SENIORITY LISTS

The Hospital shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on CUPE bulletin boards (in close proximity to the cafeteria entrance) twice a year, in January and July.

ARTICLE G - SCHEDULING

-1 POSTING OF SCHEDULE

There shall be no split shifts scheduled.

-2 NUMBER OF CONSECUTIVE WORK DAYS

Employees shall not be required to work more than seven (7) consecutive shifts.

-3 NO GUARANTEE

The aforementioned hours of work shall not be construed as a guarantee of any minimum or as a restriction of any maximum number of hours to be worked.

-4 MINIMUM CALL-IN

Part-time employees will be called in to work shifts of a minimum of four (4) hours.

-5 CHRISTMAS SCHEDULING

It is agreed by the parties that scheduling of employees off at Christmas will allow employees who were not scheduled off for Christmas in odd numbered years to have preference for Christmas in even numbered years. After this procedure has been followed, remaining available time off at Christmas will be scheduled by seniority.

-6 PART-TIME SCHEDULING/CALL-IN PROCEDURES FOR ALL DEPARTMENTS EXCEPTING THE DEPARTMENT OF NURSING

1.
 - a) The Employer shall post shift schedules at least two **(2)** weeks in advance.
 - b) All regularly available scheduled hours of work shall be divided equally amongst all part-time employees in their department/work area/unit, within their classification, subject to the provisions of this Article.
 - c) If an employee is qualified and is requested by the Hospital to work in a different classification, they shall either be paid at the appropriate higher rate of pay, or shall suffer no loss of pay for being so scheduled. Such scheduling shall be in accordance with the equal distribution of hours.
 - d) If an employee is qualified and indicates availability for work in a lower paying classification, they will be paid at the lower rate of pay.
 - e) In the following provisions, available employee shall mean an employee who is qualified and available for call-in, in his/her department/work area/unit. Likewise, the "45 hour level" or "67.5 hour level" indicated below, shall not result in the splitting of any shift, regardless of the length of the shift. Thus a senior employee who has less than 45 hours or less than 67.5 hours shall be the employee granted the available shift.
2. If the individual total number of scheduled hours is less than 45 hours in a pay period, then call-in shall be made by seniority so as to bring the most senior available employee within the classification up to the 45 hour level in a pay period.
3. Once the most senior employee has reached the 45 hour level in a pay period, then further call-in shall go to the next most senior available employee to bring that individual up to the 45 hour level in a pay period, and this will continue in descending order throughout the classification.

4. Once all available employees within the classification have reached the 45 hour level in a pay period, and should the need arise for further call-in, then the most senior available employee within the classification shall receive the call-in.

The most senior available employee shall receive the first call-in shift on each successive unscheduled day up to a maximum of 67.5 hours in the pay period, and this will continue in a descending order throughout the classification.

5. AVAILABILITY ROSTER

In accordance with "availability" as indicated above, a part-time employee who is willing to work extra call-in shifts, shall indicate his/her availability on a roster/calendar which shall be provided to each employee every two (2) weeks and shall be posted every two (2) weeks by the Employer. Such an employee shall indicate the shifts for which he/she is available against the appropriate date, where applicable. Each employee will sign their name on the availability roster/calendar. Where there is more than one (1) regular shift, the employee will indicate which shift(s) they would be available to work. There will be a call-in period assigned to commence two (2) hours prior to commencement of the normal day shift. For shifts commencing after midday (12:00 noon), the call-in period will commence four (4) hours prior to the commencement of each shift. Notwithstanding the above, in Nutrition Services there will be an additional call-in period of 1700 hours to 2000 hours to accommodate call-ins for all shifts that commence the next day.

6. The Employer will endeavour to call the employees during the designated call-in periods. If such employee should subsequently be unavailable to work as they have indicated, that employee is responsible for changing their availability indication on the roster/calendar with a minimum of twenty-four (24) hours' prior notice, except in cases of emergency.
7. It is understood and agreed that no standby pay, call-back pay, or other premium pay provisions will apply to the call-in period or be incurred by employees signing the availability roster/calendar or by any provision in this Article. It is understood that premium pay for overtime and paid holidays are not included in this provision.
8. The Employer shall call-in the senior employee on the roster/calendar who has indicated his/her availability for a specific shift, and should the Employer find that employee not to be available, the next most senior employee on the roster/calendar who is available and qualified to perform the work shall be called in. Employees having indicated availability and who are not available when called for any three (3) call-in attempts on any three (3) days during the two (2) week period shall have their names removed from the availability roster/calendar for a two (2) week period, except in extenuating circumstances.

9. Where no one has indicated availability on the roster/calendar for a particular shift, or if the available employees have been **found** to be subsequently unavailable as the department has been unable to successfully contact such employees, call-ins will be made from a roster/calendar of those employees who have indicated a willingness to take such calls, in order of seniority.
10. Where a need is identified by the Hospital, any call-in hours (e.g. vacation or sick leave) expected to last for three (3) or more consecutive days, will go to the most senior available part-time employee up to a total of 75 hours in a pay period. Such call-in will not result in any changes being made to the employee's existing regularly scheduled weekend of work, if applicable.
11. The refusal of a shift by an employee who indicated they were available for a particular shift for that same day, will be noted and counted as if the employee had accepted the shift.
12. If a part-time employee is assigned to a temporary full-time position, as defined under Article 2.01, he/she shall retain his/her status as a part-time employee and the provisions of Article 2.01 shall apply throughout the period of temporary employment.
13. A part-time employee may not be assigned normal full-time hours for more than eight (8) consecutive pay periods without the express agreement of the Union. Notwithstanding this provision, coverage for Leaves of Absence provided for under the Collective Agreement will be excepted from the requirement for Union agreement, and the Union will receive notification of such assignments.
14. Employees shall receive a minimum of four (4) hours notice of any shift cancellation. Failure to receive such notice shall result in the Hospital utilizing the provisions of Article 15.05 (Reporting Pay).
15. Part-time employees shall be scheduled one (1) weekend off per month, if the employee so requests. Such weekends off shall not be construed as refusals or indications of unavailability. Such requests for weekends off shall be made in writing no later than two (2) weeks before the schedule is posted.

Every reasonable effort will be made by the Hospital to accommodate such requests, however seniority shall be the governing factor where there are more requests than the immediate supervisor can accommodate.

-7 PART-TIME SCHEDULING/CALL-IN PROCEDURES FOR EMPLOYEES OF THE DEPARTMENT OF NURSING

1. The Employer shall post shift schedules at least two (2) weeks in advance, save and except the Resource Pool schedule which shall be posted one (1) week in advance.

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All regularly available scheduled hours of work shall be divided equally amongst all part-time employees in the Nursing Unit, within their classification.

If an employee is qualified and is requested by the Hospital to work in a different classification, they shall either be paid at the appropriate higher rate of pay, or shall suffer no loss of pay for being so scheduled. Such scheduling shall be in accordance with the equal distribution of hours.

If an employee is qualified and indicates availability for work in a lower paying classification, they will be paid at the lower rate of pay.

In the following provisions, available employee shall mean an employee who is qualified and available for call-in, in his/her department/work area/unit.

2. Resource Pool employees, who have been regularly scheduled, shall be placed on a Nursing Unit before other employees are called in. Part-time employees may make written requests to the Nursing Staffing Office to be available for subsequent call-in shifts. Such shifts shall be distributed according to seniority.
3. If the individual total number of scheduled hours is less than 45 hours in a pay period, then call-in shall be made by seniority so as to bring the most senior available employee on the Nursing Unit within the classification up to the 45 hour level in a pay period.
4. Once the most senior employee has reached the 45 hour level in a pay period, then further call-in shall go to the next most senior available employee on the Nursing Unit to bring that individual up to the 45 hour level in a pay period, and this will continue in descending order throughout the classification.
5. Once all available employees within the classification on the Nursing Unit have reached the 45 hour level in a pay period, and should the need arise for further call-in, then the most senior available employee within the classification on the Nursing Unit shall receive the call-in.

NOTE: Where no employee is available on the Nursing Unit, Resource Pool employees shall be called in, in order of seniority.

6. Where a need is identified by the Hospital, any call-in hours (e.g. vacation or sick leave) expected to last for three (3) or more consecutive days, will go to the most senior available part-time employee on the Nursing Unit up to a total of 75 hours in a pay period. Such call-in will not result in any changes being made to the employee's existing regularly scheduled weekend of work, if applicable.
7. The refusal of a shift by an employee who indicated they were available for a particular shift on that day, will be noted and counted as if the employee has accepted the shift.

If a part-time employee is assigned to a temporary full-time position, as defined under Article 2.01, he/she shall retain his/her status as a part-time employee and the provisions of Article 2.01 shall apply throughout the period of temporary employment.

A part-time employee may not be assigned normal full-time hours for more than eight (8) consecutive pay periods without the express agreement of the Union. Notwithstanding this provision, coverage for Leaves of Absence provided for under the Collective Agreement will be excepted from the requirement for Union agreement, and the Union will receive notification of such assignments.

Employees shall receive a minimum of four (4) hours notice of any shift cancellation. Failure to receive such notice shall result in the Hospital utilizing the provisions of Article 15.05 (Reporting Pay).

Part-time employees shall be scheduled one (1) weekend off per month, if the employee so requests. Such weekend off shall not be construed as refusals or indications or unavailability. Such requests for weekends off shall be made in writing no later than two (2) weeks before the schedule is posted.

Every reasonable effort will be made by the Hospital to accommodate such requests, however, seniority shall be the governing factor where there are more requests than the immediate supervisor can accommodate.

ARTICLE H - QUALIFIERS FOR HOLIDAYS

-1 PAID HOLIDAYS

The following are the twelve recognized paid holidays:

New Year's Day	Civic Holiday
Third Monday in February	Labour Day
(Heritage Day if so proclaimed)	Thanksgiving Day
Good Friday	Third Monday in November
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	

ARTICLE I - SICK LEAVE NOTICE REQUIREMENTS

In accordance with Article, 18:01 of the Collective Agreement, part-time employees receive an amount in lieu of all fringe benefits which includes sick leave pay.

A part-time employee accordingly taking sick leave will observe the following procedures.

- a) Employees taking ill or suffering an accident, during working hours, will notify their supervisor, or a person designated by the Department Head, before the employee leaves his duties.

In the case of such absences, the employee will notify his Department Head of his return to work prior to the commencement of his next regular scheduled shift.

- b) Where the illness or accident takes place at times other than the employee's normal working hours, the employee will notify his immediate supervisor, or a person designated by the Department Head, at least one (1) hour prior to the beginning of the day shift. When working on shifts beginning after 12:00 noon, the employee will give at least four (4) hours' notice except in such cases where notice is not reasonably possible.

In the matter of all sick leave, employees shall contact their immediate supervisor on the first day of absence to indicate approximately when they expect to resume duty. Where the status of an employee's illness or prognosis for recovery subsequently changes, the employee shall communicate this information to the immediate supervisor. In any event, the employee will confirm their intent to return with their Department Head or available designate on the day prior to the first day back to work.

- c) It is agreed that the employees and the Hospital will abide by the provisions of this Article in a reasonable manner.

ARTICLE J - PAYMENT OF WAGES

-1 STARTING SALARY

New employees shall commence at the start rate and prior to the completion of the probationary period the Hospital shall assess new employees.

-2 SALARY CHANGES

All changes in the salary, whether the result of a promotion, transfer, demotion, or attainment of a service anniversary shall become effective at the start of the first pay period following such occurrence. ,

-3 TRANSFER TO LOWER PAYING CLASSIFICATION

If the transfer is requested by the Hospital, the employee shall suffer no loss of pay by reason of the transfer except that if the employee is incompetent to perform the duties of his present position, the Hospital reserves the right to offer such employee a position suited to his abilities at a rate of pay which falls within the bracket established for the position offered.

ARTICLE K - BULLETIN BOARDS

Bulletin Boards designated for "Union Bulletins" shall be provided by the Hospital in the following areas: Connell Basement, Operating Room, Victory/Connell Area, in close proximity to the Cafeteria entrance, the Fraser Armstrong Patient Clinic Area, and one further area to be mutually agreed by the parties.

ARTICLE L - COMMUNICATION TO UNION**-1 CORRESPONDENCE**

All correspondence between the parties arising out of this agreement or incidental thereto shall pass to and from the Recording Secretary of CUPE local 1974 or the National Representative and the President and Chief Executive Officer or his delegate with a copy to the Recording Secretary of CUPE Local 1974.

-2 JOB DESCRIPTIONS

The Hospital agrees to maintain a file of all postings covered by the CUPE Collective Agreement, with the job descriptions attached. In addition, the Union will receive a copy of all CUPE job postings and current and amended job descriptions as necessary.

ARTICLE M - NORMAL RETIREMENT AGE

The normal retirement age shall be sixty-five (65) for men and women. Upon notifying the Union, the Hospital may, however, at its sole discretion continue to employ on a month to month basis, any person after he has attained retirement age, at an occupation which takes into consideration the ability and physical and mental condition of such employee. An employee who becomes physically and/or mentally handicapped prior to reaching retirement age may continue to be employed by the Hospital at an occupation which takes into consideration the ability and physical and mental condition of such employee.

ARTICLE N - UNIFORM ALLOWANCE

When an employee can show that the job being performed requires the need of a lab coat or uniform, the Hospital shall supply the lab coat or uniform as often as may be necessary. A dispute arising out of the interpretation of the Article shall be subject to the grievance procedure. This Article shall apply to Office and Clerical Employees only.

ARTICLE O - VACATION ADMINISTRATION PROVISIONS

Vacation will be scheduled at times mutually convenient to the Hospital and employee. Up to and including the 31st March of the year in which the vacation is scheduled, employees shall be given preference as to the selection of their vacations on the basis of their seniority. In submitting their request for such vacation, employees will note, in writing, their first and second choices for the time of the vacation. Subsequent to the 31st March, employee requests shall be granted on a first come, first served basis.

ARTICLE P - TRANSFER AND SENIORITY OUTSIDE THE BARGAINING UNIT

The effective date referred to in Article 9.05 shall be noted as being September 29, 1984.

NOTE: Employees outside the bargaining unit as of September 29, 1984 will be credited with whatever seniority they held under the collective agreement expiring September 28, 1984 should they be returned to the bargaining unit subsequent to September 29, 1984.

ARTICLE Q - TRANSFER OF SENIORITY AND SERVICE

The effective date referred to in Article 9.06 shall be noted as being September 29, 1984 and for employees who transfer subsequent to September 29, 1984,

ARTICLE R - FILLING MATERNITY LEAVE VACANCIES

When persons are hired to replace employees who are on approved maternity leave, the period of employment of such persons will not exceed the maternity leave. The release or discharge of such persons will not be the subject of a grievance or arbitration.

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

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

ARTICLE S - PRINTING OF AGREEMENT

The cost of printing this Agreement in booklet form shall be borne equally by each party. Once printed, the new collective agreement will be distributed to existing employees in the bargaining unit by the Human Resources Department. The Union will be responsible for the distribution of collective agreements to new employees and to those employees requesting replacement copies. The Hospital will supply the Union with sufficient copies for the distribution of the collective agreements.

ARTICLES T - APPRENTICESHIP PROGRAM

Whenever the Hospital participates in a recognized apprenticeship program (as covered by the Apprenticeship Act), the Hospital will notify the Union of all such programs.

The parties agree to the Collective Agreement as amended herein.

Signed at Kingston this 5th day of December 1994.

FOR THE HOSPITAL

[Signature]
[Signature]
[Signature]
J. Tong
P. Devine

FOR THE UNION

John Bator
Joan Buchanan
Linda Dumbleton
Louis Rodriguez
Susan Cupido Lambert
W H F. [Signature]

LETTER OF INTENT

AS AGREED BETWEEN

KINGSTON GENERAL HOSPITAL

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1974

RE: PART-TIME SCHEDULING

The parties agree to jointly establish a sub committee of the bargaining committee to discuss the issue of part-time employee's relieving in positions for periods of four (4) shifts or more.

If the parties are unable to agree to language the issue will be referred to interest arbitration.

Dated at Kingston, this 2nd day of November 1992.

FOR THE HOSPITAL

D. Selcher
D. M. M.
Shelton
I. Tong
P. Dervin

FOR THE UNION

John Bator
Susan Cupido-Lambert
Joan Buchanan
Linda Dumbleton
Louis Rodriguez
W H F. Russell

LETTER OF INTENT

BETWEEN

KINGSTON GENERAL HOSPITAL

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1974

RE: HEALTH AND SAFETY

The Hospital will, as required, abide by the Occupational Health and Safety Act Legislation. The only provision we are able to agree to that exceeds the legislated requirements is the provision for two (2) representatives from CUPE, one (1) of whom shall be "certified". Training for certification will be provided in accordance with pending legislation.

The parties agree to meet in the future to consider other settlements or awards on Health and Safety. If the parties are unable to agree to Health and Safety language, the issue will be referred to interest arbitration.

Dated at Kingston, this 2nd day of November 1992.

FOR THE HOSPITAL

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

FOR THE UNION

[Signature]
[Signature]

[Signature]
[Signature]
[Signature]
[Signature]

LETTER OF INTENT

BETWEEN

KINGSTON GENERAL HOSPITAL

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1974

The Standards of Practices for Registered Nursing Assistants from the College of Nurses of Ontario identify the minimum expectations for providing safe, effective and ethical nursing care.

Strategies, interventions, skills and Sanctioned Medical Acts, outlined in the Standards of Practice, will be approved in accordance with Hospital Policy, for practice by the Registered Nursing Assistant.

The Hospital will encourage participation and will endeavour to provide educational opportunities for the Registered Nursing Assistant to acquire the approved skills during regularly scheduled working hours. If this is not possible and the Registered Nursing Assistant is required to attend educational sessions outside of her regularly scheduled working hours, she shall receive straight time pay for all hours in attendance.

Dated at Kingston, this 2nd day of November 1992,

FOR THE HOSPITAL

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

FOR THE UNION

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

LETTER OF INTENT

BETWEEN

KINGSTON GENERAL HOSPITAL

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1974

RE: MODIFIED WORK

The Hospital will notify the Union of the names of all employees who go off work due to work related injury, within seven (7) days of the original notification of injury.

When it has been medically determined that an employee is unable to return to their own position due to a disability, the Hospital will convene a meeting of two **(2)** designated Union representatives and a Rehabilitation Counsellor as required to discuss a modified return to work.

The Hospital and the Union will cooperate to investigate any modified work applicable; the employee will be provided with appropriate orientation to the job duties of any modified work; the employee will be able to participate in his/her own case management.

The Hospital agrees to provide the Union with a notification of injury slip and to provide to the employee, two **(2)** copies of the Workers' Compensation Board Form 7 at the same time it is sent to the Board.

Dated at Kingston, this 2nd day of November 1992.

FOR THE HOSPITAL

D. Schelker
 Dr. M.
 Stettin
 J. Tong
 P. Deurne

FOR THE UNION

John Barber
Jean Buchanan
Linda Dumbilton
Louis Rodriguez
Susan Cupido-Lambert
W. J. F. 4/2/88

LETTER OF UNDERSTANDING
BETWEEN
KINGSTON GENERAL HOSPITAL
AND
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1974

RE: REPRESENTATION AT MEETINGS UNDER THE GRIEVANCE PROCEDURE

The parties are in agreement that the following Union and Hospital representatives may attend meetings as provided for under the grievance procedure (Article 7).

Complaint Stage

- Employees making complaint
- one Union steward (if desired by employee)
- immediate supervisor
- one Human Resources member (if desired by supervisor)

Step One

- grievor
- one Union steward
- immediate supervisor
- one Human Resources member

Step Two

- grievor
- Union steward
- Union Chief Steward, Vice-president or President
- immediate supervisor
- department head (or designate)
- one Human Resources member

Step Three

- grievor
- Union Grievance Committee (i.e. 4 members) plus "advisor" if desired
- immediate supervisor
- department head
- KGH Vice-president
- up to two Human Resources members

Grievance Settlement

- in accordance with Step Three plus legal counsel or "presenter" for the case, if requested

Any exception to the numbers indicated above may occur where a Union Steward or Human Resources member or other individual is receiving orientation or has a specific interest in the case. Such additional person(s) shall not, unless otherwise agreed, participate in the proceedings and will be present for purposes of observation only.

Signed at Kingston, this 2nd day of November 1992.

FOR THE HOSPITAL

S. Holtzner
J. Fletcher
J. McMan
J. Tong
P. Durni

FOR THE UNION

John Bortol
Susan Cupido-Lambert
Jean Buchanan
Linda Dumbilton
Louis Rodriguez
W. H. T. L. L.

LETTER OF UNDERSTANDING
BETWEEN
KINGSTON GENERAL HOSPITAL
AND
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1974

RE: JOB EVALUATION

- 1) In accordance with the provisions of Article B - Management Rights and Article 19.01 - Job Classification, the Hospital reserves the right to establish wage classifications and determine rates of pay.
- 2) The Hospital and the Union agree that the rates of pay established for classifications covered by these Collective Agreements shall be determined based on the evaluation outcome of current job descriptions and will be determined in an object, fair and equitable manner.
- 3) The aforementioned objective will be accomplished as follows:
 - a) The Hospital and the Union will select an objective gender neutral job evaluation system to be applied to all classifications covered by the Collective Agreements. This selection shall be accomplished by 1992 December 31, unless otherwise agreed.
 - b) The Hospital will develop job descriptions for all current jobs using a consistent format that supports the selected job evaluation system. Completed job descriptions will be maintained on a current and continuing basis. In the development and maintenance of job descriptions, incumbent employees or their representatives will be provided with an opportunity to make written comments as to the descriptions and their contents.
 - c) The Hospital will evaluate all jobs covered by the Collective Agreements, using the selected job evaluation system referred to in (a) and the job descriptions referred to in (b) above. The resulting evaluation will then go forward to a joint Job Evaluation Committee consisting of one (1) Hospital representative and one (1) Union representative. Committee meetings will be held every other week, whenever possible and in accordance with the availability of the representatives. Any change recommended by the Committee regarding rates of pay will be submitted for Hospital consideration. In accordance with Article 20.01, the Union reserves the right to challenge rates of pay for classifications.

- d) The Hospital will examine the results arising from (c) above for fairness and equity of the total wage structure set out in Schedule "A" of the Collective Agreements. Any proposals resulting from this exercise may be submitted to negotiations for the renewal of the Collective Agreements.
 - e) All new or amended job descriptions will be evaluated in accordance with the provisions of this Agreement.
 - f) The parties will review and audit this process from time to time.
 - g) The CUPE representative who participates on the Job Evaluation Committee shall suffer no loss of pay for time spent during his/her regularly scheduled hours of work for such participation. This shall not result in any overtime or premium payments being paid.
- 4) The Hospital and the Union agree that, in giving effect to this Agreement, any rights of the respective parties under the terms of the Collective Agreements will take precedence.
 - 5) This Agreement is made on a without prejudice and without precedent basis and may be relied upon only to the extent necessary to enforce the terms of the Agreement itself. This Agreement shall have no impact on any other matter which may arise between the parties.
 - 6) This Agreement shall remain in effect during the duration of the term of this Collective Agreement.

Dated at Kingston, this 2nd day of November 1992.

FOR THE HOSPITAL

J. Selcher
J. Holt
J. Munn
L. Tong
P. Devine

FOR THE UNION

John Bator
Susan Cupido-Lambert
Gordon Buchanan
Linda Dumbleton
Louis Rodriguez
W. H. Lippell
