

COLLECTIVE AGREEMENT

BETWEEN

ST. MARY'S OF THE LAKE HOSPITAL
KINGSTON, ONTARIO

(hereafter referred to as the "Hospital")

AND

EMPLOYEES' ASSOCIATION
ST. MARY'S OF THE LAKE HOSPITAL

(hereafter referred to as the "Association")

FULL-TIME UNIT

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ARTICLE 1-GENERAL PURPOSE

ARTICLE 1.01

The purpose of this Agreement, is to establish mutually satisfactory relations between the Hospital and the employees concerned, to provide machinery for the prompt and equitable disposition of grievances and to **establish and maintain satisfactory working conditions**, hours of work and wages for the employees who are subject to the provisions of this Agreement.

ARTICLE 2 - RECOGNITION AND COVER-

ARTICLE 2.01

The Hospital **recognizes** the Association as the exclusive collective bargaining agent for all employees at the Hospital at Kingston, Ontario, save and except the Sisters, professional medical staff, registered nursing staff, non-registered nurses, graduate nurses, **under-**graduate nurses, graduate pharmacists, undergraduate pharmacists, secretary to the Administrator, Secretary to the Human Resources Director, graduate Dietitians, student dietitian, technical personnel, supervisors, foremen, payroll officer, all persons above the rank of supervisor or foreman, chief engineer, persons regularly employed for not more than **24** hours per week, and persons covered by the subsisting collective agreements.

ARTICLE 2.02

It is agreed that the term technical personnel as used in Section **2.01** includes physiotherapists, occupational therapists, speech therapists, psychologists, **electro-****encephalographists**, electric shock therapists, laboratory, radiological, pathological and cardiological **technicians**.

ARTICLE 2.03

The words “employee” or “employees” where used in this Agreement shall mean only the employees in the bargaining unit as defined in this Article.

ARTICLE 2.04

Where the masculine pronoun is used herein, it shall mean and include the feminine pronoun where the context so provides.

ARTICLE 2.05

A “Registered Nursing Assistant” is defined as a person who is registered by the College of Nurses of Ontario in accordance with the Health Disciplines Act 1974, as amended.

A Registered Nursing Assistant is required to present to the Director of Nursing her current Certificate of Competence each year no later than March 1st, failing which her salary will be reduced to the corresponding level on the Nurse’s Aide (Trained) salary grid until such Certificate of Competence is presented. In the event the Registered Nursing Assistant is unable to present the said certificate but can provide proof of payment, the above penalty provision will not apply. It will remain the responsibility of the Registered Nursing Assistant to obtain her certificate and to provide the Hospital with proof that she is making the necessary effort of doing so. Reinstatement to the status of Registered Nursing Assistant shall be effective the date of presentation of proof of certification as above.

ARTICLE 2.06

An employee who regularly works more than **twenty-four (24)** hours per week but less than thirty-seven and

one-half (37 1/2) hours per week shall receive all pay and benefits on a pro-rata basis. For employees hired after November 12, 1986, seniority and service for the purposes of vacation and pay increments shall accrue on the basis of one year equalling 1725 hours worked.

ARTICLE 2.07

A temporary full-time employee is an employee who commences employment with the hospital to temporarily relieve a full-time employee or to perform a special non-recurring task. If replacing an employee who is ill or on Workers' Compensation this employment shall continue for a period not to exceed twelve (12) months or until the employee returns to work or Article 9:04(g) is applicable, whichever occurs sooner. If hired for a non-recurring task the period shall be for a term not to exceed six (6) months, or such longer term as may be agreed to by the parties to this Agreement. A temporary full-time employee shall be entitled to all rights and privileges of this Agreement except in respect to discharge, layoff, recall or promotion.

Where a temporary employee is hired to temporarily relieve a **fulltime** employee, the temporary employee shall not be retained in the full-time absentee's **position** beyond the length of the absentee's leave.

The employment of a full-time temporary employee may be terminated at any time during this temporary employment without recourse to the grievance procedure and they shall not accumulate seniority. In the event that such employee is retained by the Hospital to fill a vacancy on a full-time basis, the provisions of Article 9.02(b) will apply.

Where a full-time temporary employee commences employment with the Hospital to temporarily relieve an employee who regularly works more than **twenty-**

four (24) hours per week but less than thirty-seven and one-half (37 1/2) hours per week, the temporary employee shall, subject to the terms and conditions of the benefit plans, receive all pay and benefits on a pro-rata basis.

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

A part-time employee who fills a temporary full-time vacancy will be credited with his service only for the purpose of being applied to the waiting periods for benefits.

ARTICLE 3 - RELATIONSHIP

ARTICLE 3.01

The Hospital and the Association 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 the Association, or because of his lawful activity or lack of activity in the Association.

ARTICLE 3.02

The Association further agrees that there will be no solicitation for membership, collection of dues or other Association activities on the premises of the Hospital except as specifically permitted by this Agreement or in writing by the Hospital. Each employee presently employed and as employed shall be provided with a copy of the current Collective Agreement between the parties so as to acquaint employees with the Association.

ARTICLE 3.03

During the orientation of new employees, who are members of the bargaining unit, the President of the local "or" his designate will be allowed a period of time not to exceed fifteen (15) minutes to interview such employees collectively. During this interview membership forms may be provided to the employee(s). It is understood that employees shall be free to join or not to join the Association.

ARTICLE 3.04

The parties agreed that in accordance with the provisions of the Ontario Human Rights Code, there shall be no discrimination against any employee by the Union or the Hospital by reason of race, creed, colour, age, sex, marital status, citizenship, ancestry or place of origin or any other human rights ground which is not pertinent to the employment relationship.

ARTICLE 4 - ASSOCIATION SECURITY

ARTICLE 4.01

The Hospital will deduct each month from the pay of an employee the amount of monthly dues established from time to time. In the case of new employees, such deductions shall commence in the month of hire.

The Association will notify the Hospital in writing of the amount of monthly dues before the Hospital is required to make any deductions. The Hospital will forward all monies so deducted to the Treasurer of the Association no later than the first of the month next following the month in which the deductions are made.

ARTICLE 4.02

- (a) The Employer agrees to furnish the Association President each April, with two (2) copies of a list of the names and addresses of employees paying dues. This list will be kept current each month by the addition of new employees and the deletion of those who **terminate**.
- (b) A list of vacancies filled in the preceding month under Article 9.05 and the names of the successful applicant will be posted, with a copy provided to the Association.

ARTICLE 4.03

The Association agrees to indemnify and save harmless the Hospital in respect to deduction of dues made in accordance with Article 4.01.

The Hospital will provide employees **with a T-4** supplementary slip showing the dues deducted in the previous year for income tax purposes.

ARTICLE 5.01 - MANAGEMENT FUNCTIONS

ARTICLE 5.01

The Association acknowledges that it is the exclusive function of the Hospital to:

- (a) maintain order, discipline and efficiency:
- (b) hire, discharge, direct, classify, transfer, promote, demote, layoff and suspend or otherwise discipline employees for cause, provided that a claim of discriminatory classification, promotion, demotion, or transfer

or a claim that an employee has been unjustly discharged or disciplined may be the subject of grievance and dealt with in accordance with the grievance procedure;

- (c) establish and enforce rules and regulations to be observed by the employees, provided that they are not inconsistent with the provision of this Agreement. The Hospital will furnish the Association and the Chief Stewart with copies of published hospital rules and regulations prior to posting same on bulletin boards;
- (d) manage and operate the Hospital in all respects in accordance with its obligations and without restricting the generality of the foregoing, to determine the kinds and locations of machines, equipment to be used, the allocation and number of employees required from time to time, the standards of performance for all employees and all other matters concerning the Hospital's operations not otherwise specifically dealt with elsewhere in this agreement.

ARTICLE 5.02

The Hospital agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement.

ARTICLE 6 - STRIKES AND LOCKOUTS

ARTICLE 6.01

During the term of this Agreement, the Hospital will not cause or direct any lockout of its employees and the Association will not cause, direct or condone any strike

or other individual or collective action which will interfere with, or in any way impair, the services of the Hospital. If employees should engage in such action, the Association shall instruct and direct such employees to return to work and resort to the grievance procedure herein contained.

ARTICLE 7 - REPRESENTATION

ARTICLE 7.01

The Association shall have the right to appoint, or otherwise select a Negotiating Committee of not more than four (4) employees, one of whom will be the President of the Association. Members of this Committee shall arrange in advance, with their supervisors, for necessary time off for negotiations with the Hospital.

ARTICLE 7.02

The Association shall appoint a Grievance Committee consisting of three (3) employees, one of whom will be President of the Association.

ARTICLE 7.03

The Association shall have the right to appoint or otherwise select stewards.

The Hospital will **recognize** a Chief Steward, and one (1) steward from each of the following departments of the Hospital except Nursing, where there will be five (5).

- one (1) in Office
- one (1) in **C**entral Process & Dispatch, Porters, Maintenance, Laundry and Stores
- one (1) in Housekeeping
- one (1) in Physiotherapy, Occupational Therapy,

- Pharmacy, and Day Hospital
- one (1) in Dietary
- five (5) in Nursing

ARTICLE 7.04

The Association agrees to notify the Hospital of the names of the members of the executive, members of **committees** provided for in this Agreement, and stewards at the time of their appointment or selection and within seven (7) calendar days after any changes in these memberships occur. Only persons thus named shall be **recognized** by the Hospital.

ARTICLE 7.05

- (i) The Association acknowledges that stewards and members of committees have their normal working duties to perform on behalf of the Hospital. Such persons will not leave their area of work without first obtaining permission from their immediate supervisor outside of **the bargaining unit in order to deal** with matters arising out of this Agreement. When committee members in carrying out their responsibilities under this Agreement are required to enter into a work area other than that to which they have been assigned, they must first obtain permission from the person in **charge of** the said work area. When stewards in carrying out their responsibilities under this Agreement are required to enter a work area other than that to which they have been assigned they must first notify the person in charge of the reason for their need to enter the said work area. On completion of such responsibilities, these persons shall report back to the person in charge of their work area. Permission under this

clause will not be unreasonably withheld.

- (ii) In accordance with this understanding, the Hospital shall not make any deductions from regular earnings of stewards or committee members for:
 - (a) time spent absent from regular scheduled duties by stewards while investigating a complaint or grievance and by Grievance Committee members in joint meetings with the Hospital up to but not including arbitration;
 - (b) time spent absent from regular scheduled duties by members of the Negotiating Committee (four members only) when attending meetings with the Hospital during local negotiations up to but not including arbitration.
- (iii) Compensation will not be paid to stewards and committee members for time spent outside of regular working hours.

ARTICLE 7.06

All reference to stewards and committee members in this Agreement shall be deemed to mean stewards and committee members who are members of either bargaining unit and who have completed their probationary period as provided for in Article 9.02(a).

ARTICLE 7.07

When the Association requires assistance on Hospital premises in matters arising from the terms of this Agreement, such person(s) will have access to the Hospital upon the Association obtaining permission

from the Hospital Administrator or his designate. Permission will not unreasonably be withheld.

**ARTICLE 8 - GRIEVANCE AND ARBITRATION
PROCEDURE**

ARTICLE 8.01

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**.

ARTICLE 8.02

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 Employer shall notify the employee of this right in advance.

ARTICLE 8.03

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 formal 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 shall arrange a meeting for the purpose of discussing the formal grievance. 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 shall 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 the Association or the Hospital Administrator or his designee may have such counsel and assistance as they may desire at

such meeting. The decision of the Hospital shall be delivered in writing within nine (9) calendar days following the date of such meeting. If the grievance is denied, reason for denial will be stated in writing.

ARTICLE 8.04

A complaint or grievance arising directly between the Hospital and the Association concerning the interpretation, application, or alleged violation of the Agreement shall be originated 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.

ARTICLE 8.05

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.

ARTICLE 8.06

The release of a probationary employee shall not be subject to the grievance procedure unless the probationary employee is released for exercising a right under this Agreement. A claim by an employee who

has completed her probationary period that she 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 loss of seniority and with or without full compensation for the time lost, or
- (c) by any other arrangement which may be deemed just and equitable.

The hospital agrees to provide written reasons within a reasonable time to the affected employee in the case of discharge or suspension and further agrees that it will not suspend, discharge or otherwise discipline an employee who has completed her probationary period, without just cause.

ARTICLE 8.07

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.

ARTICLE 8.08

All agreements reached under the grievance procedure between the representatives of the Hospital and the representatives of the Association will be final and binding upon the Hospital and the Association and the employees.

ARTICLE 8.09

When **ei ther** 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 of this Agreement, and at the same time name a nominee. Within seven **(7)** calendar days thereafter the other party shall **name** a nominee, provided however, that if such party fails to name a nominee as **herein** required, the Minister of labour for the Province of Ontario shall have the power to effect such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of fourteen **(14)** calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.

ARTICLE 8.10

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

ARTICLE 8.11

No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.

ARTICLE 8.12

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.

ARTICLE 8.13

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.

ARTICLE 8.14

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.

ARTICLE 8.15

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.

ARTICLE 8.16

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 **appro-**

priately apply.

**ARTICLE 9 - SENIORITY, PROMOTION AND
STAFF CHANGES**

ARTICLE 9.01

Where qualified, and except where expressly provided otherwise herein, seniority is preference or priority for permanent promotions, demotions, layoffs, and re-hirings and all other matters measured by length of seniority with the Hospital. Seniority shall be operated on a bargaining-wide basis. 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 Association and posted on all bulletin boards in November of each year.

ARTICLE 9.02

- (a) Subject to Article 2.07, newly hired employees shall be considered on a trial basis for a period of sixty (60) days worked from the last date of hiring. This period could be extended in extenuating circumstances with the agreement of both parties to this Agreement. During the trial period, employees shall be entitled to all rights and privileges of this agreement, except in respect to discharge, layoff, recall or promotion. The employment of such employees may be terminated at any time during this trial period of sixty days worked, without recourse to the grievance procedure. After completion of the trial period, seniority shall be effective from that last date of employment.
- (b) Effective November 20, 1987, for each employee who has transferred subsequent to

November 20, 1987:

For the application of service for the purposes of vacation entitlement and wage progression:

- (i) an employee whose status is **changed** from temporary full-time, temporary part-time, or casual or full-time to part-time shall receive full credit for his service and seniority;
- (ii) an employee whose status is changed from temporary part-time, temporary full-time, casual, or part-time to full-time shall receive credit for his service and seniority on the basis of one year where applicable for each **1725** hours worked.
- (iii) The above noted employee shall be allowed a trial period of up to thirty **(30)** working days, (or **225** worked hours) 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 service or seniority. In the event of a temporary employee whose status was changed to that of permanent part-time or permanent **full-time** the employee's employment may be terminated by the Hospital within this trial period without recourse to the grievance procedure.
- (iv) Where an employee's status is changed from part-time or casual or temporary part-time to full-time status, his vacation pay entitlement as of **June 30th** in the year of the transitions shall be calculated as follows:

Number of full months worked as Vacation entitlement in
full-time employee since transfer X accordance with Art. 12
12 **of the full-time agreement**

The employee may, if he chooses, take the full-time vacation entitlement off. However, the amount of pay that the employee receives during that time off is calculated in accordance with the formula provided above.

ARTICLE 9.03

Seniority shall be retained and accumulated when an employee is absent from work under the following circumstances:

- (a) Annual vacation.
- (b) When in receipt of the "Sick Pay Benefit" period of HOODIP.
- (c) When in receipt of Workers' Compensation Board payments for a period not to exceed thirty (30) calendar months or the seniority of the employee if such standing is less than six (6) calendar months at the time of commencement of absence due to accident.

ARTICLE 9.04

An employee shall lose her seniority and employment:

- (a) When she **utilizes** a leave of absence for purposes other than for which it was granted unless permission for such change has been confirmed in writing by the Hospital.
- (b) When she engages in gainful employment of the same nature with another employer during

a leave of absence.

- (c) When she resigns.
- (d) When she overstays a leave of absence or annual vacation period without providing a reason satisfactory to the Hospital.
- (e) When she is absent from work for a period of more than three (3) days off without notifying the Hospital, unless she provides a reason satisfactory to the Hospital.
- (f) When she is discharged and not reinstated through the grievance or arbitration procedure.
- (g) When absent on sick leave for a period of thirty (30) continuous months or if the seniority standing of the employee is less than six (6) calendar months at time of the commencement of the absence.
- (h) When absent on Workers' Compensation for a period of thirty (30) continuous months.
- (i) When she fails to return to work after being recalled from a lay-off within seven (7) calendar days after being notified by registered mail to do so, unless she gives sufficient reason to the Hospital for her failure to return.

ARTICLE 9.05 -Job Posting

- (a) Where a permanent and not a temporary vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Hospi-

tal, such vacancy shall be posted for a period of seven (7) consecutive calendar days.

The posting shall stipulate the qualifications, classification, rate of pay, department and shift. Employees, if qualified, shall be selected for permanent vacancies in accordance with criteria outlined in Article 9.01.

Applications for **such vacancy** shall be made in writing within **the seven (7)** day period referred to herein.

Unsuccessful applicants for a posted position will be notified in writing.

The successful applicant shall be allowed a trial period up to thirty (30) working days (or 225 worked hours), 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 or service.

The vacancy resulting from the position may be filled on a temporary basis until the trial period is complete.

For the purpose of this clause, temporary shall be deemed to be a time period not to exceed six (6) months or such longer term as may be agreed to by the parties to this Agreement.

Successful applicants to job postings and newly hired employees need not be considered for subsequent vacancies for a period

not to exceed six (6) months.

- (b) Temporary vacancies will not be posted and may be filled at the sole discretion of the Hospital. In filling temporary vacancies which are expected to exceed three (3) months consideration shall be given to part-time employees who have recorded their interest in accordance with paragraph 9.05 (c) below, prior to considering persons not employed by the Hospital. Notwithstanding Article 9.01, in considering such part-time employees for the filling of temporary vacancies expected to exceed three (3) months, such part-time employees shall be selected on the basis of qualifications, performance, ability and experience. Where these factors are relatively equal **amongst** the employees considered, seniority shall govern, provided the senior applicant, if any, is qualified to perform the available work.

The successful part-time employee shall be allowed a trial period of up to thirty (30) working days (or 225 worked hours) 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 or service.

Where a part-time employee is selected to fill a temporary vacancy pursuant to this Article the Hospital will **return** the part-time employee to **her** former position upon completion of the temporary vacancy, unless the position has been discontinued, in which case the employee shall be given a **compa-**

able job to that of the former position.

Temporary part-time vacancies created by the filling of a temporary vacancy with a regular part-time employee shall be filled at the sole discretion of the Hospital.

Where a part-time employee is selected to fill a temporary full-time vacancy pursuant to this Article, the part-time employee need not be considered for any other temporary vacancies for a period of six (6) months following the completion of the temporary vacancy assignment that the part-time employee was selected to fill.

- (c) A part-time employee may make a written request for consideration for temporary vacancies expected to exceed three (3) months by filing a Request for Consideration for Temporary Vacancies form indicating the employee's name, department, qualifications, experience and requested classifications for consideration. A Request for Consideration shall become active as of the date it is received by the Hospital and shall remain so until December 31 following. Such requests will be considered in filling temporary vacancies expected to exceed three months.

ARTICLE 9.06

When an employee covered by this Agreement is unable to perform her duties, through advancing years or disablement, the Hospital will make every effort to relocate the employee in a position or job consistent with her disability, capacity and age, at a salary determined by the Hospital.

ARTICLE 9.07

The normal retirement age shall be sixty-five (65) for men and women. After consultation with the Association the Hospital may, however, continue to employ on a three-month to three-month basis, any person after he or she has attained retirement age, at an occupation which takes into consideration, the ability and physical and mental condition of such person. This Clause will also include employees who are rehabilitation patients from other institutions. The number of these employees is not to exceed three (3) at any one time.

ARTICLE 9.08

No new employee will be hired until those laid off have been given an opportunity to be recalled for the positions for which they are qualified. If an employee on lay-off rejects a recall for a temporary or part-time position, he will not lose his recall rights nor be affected by Article 9.04.

ARTICLE 9.09 -Notice of Lay-Off

In the event of a proposed lay-off at the Hospital of a permanent or long term nature, the Hospital will:

- (a) provide the Association with no less than thirty (30) calendar days notice of such lay-off, and
- (b) meet with the Association to review the following:
 - (i) the reason causing the lay-off,
 - (ii) the service the Hospital will undertake after the lay-off,

- (iii) the method of implementation including the areas of cut-back and employees to be laid off.

In the event of a substantial bed cut-back or cut-back in service, the Hospital will provide the Union with reasonable notice and if possible, not less than thirty (30) calendar days. If requested, the Hospital will meet with the Association to review the reasons and expected duration of the bed cut-back or cut-back in service, any realignment of service or staff and its effect on employees in the bargaining unit.

Any agreement between the Hospital and the Association resulting from the above review concerning the method of implementation will take precedence over other terms of lay-off in this Agreement. Notice of lay-off shall be in accordance with the provisions of the Employment Standards Act.

ARTICLE 9.10 - Benefits on Lay-off

In the event of a lay-off of an employee, the Hospital shall pay its share of insured benefits premiums up to the end of the month in which the lay-off occurs.

The employee **may**, if possible under the terms and conditions of the insurance **benefits** programmes, continue to pay the full premium cost of a benefit or benefits for up to three months following the end of the **month** in which the lay-off occurs. Such payment can be made through the payroll office of the Hospital provided that the employee informs the Hospital of his or her intent to do so at the time of the lay-off, and arranges with the Hospital the appropriate payment schedule.

ARTICLE 9.11 - 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, he shall be paid the rate in the higher salary range immediately above his current rate from the commencement of the assignment.

Where an employer temporarily assigns an employee to carry out the assigned responsibilities of a classification outside the bargaining unit, the employee shall receive an allowance of three dollars (\$3.00) for each shift from the time of the assignment.

ARTICLE 9.12 - motion to a Higher Class-

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).

ARTICLE 9.13

An employee who successfully posts into a lower paying classification within the bargaining unit shall be placed at the same step in the new salary range with no adjustment to her service review date.

ARTICLE 9.14

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 lay-off of any employee occurs. Contracting out to an employer who is organ-

ized 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 Agreement.

ARTICLE 10 - HOURS OF WORK

ARTICLE 10.01

The working day for all full-time employees shall consist of seven and one half (7 1/2) hours per day, not including the meal period.

ARTICLE 10.02

Employees will be allowed one fifteen (15) minute rest period from the time an employee leaves his work station until the time he returns to his work station, in each half of a full shift, at a time to be determined by the Supervisor.

ARTICLE 10.03

For employees working shifts, the basic time rotation will not be changed except by mutual agreement of the Association and the Hospital.

ARTICLE 10.04

When members request a permanent posting, to either evenings or night tour of duty, the Hospital at its discretion may effect the change within a reasonable period of time.

ARTICLE 10.05

(a) Overtime pay at the rate of one and one-half (1 1/2) times the employee's regular rate of pay, exclusive of shift premium, will be paid for any authorized time

worked in excess of seven and one-half (7 1/2) hours in any one day. However, no overtime will be given in time or money for time spent beyond regular working hours for educational purposes.

(b)It is agreed that there shall be no pyramiding or overtime pay nor of any premium pay. The maximum pay any employee may receive is two and one half times his basic straight time pay.

ARTICLE 10.06

Time schedules will cover a four (4) week period and will be posted two (2) weeks in advance. All time worked on a scheduled day off will be paid at the rate of one and one half (1 1/2) times the regular rate of pay, exclusive of shift premium, for every hour worked, or one and one half (1 1/2) hours off for every hour worked. The decision whether time will be taken or paid must be made by the employee before the end of the pay period in which the overtime was worked. If the employee fails to notify the Hospital of his preference, overtime payment will be made. The Hospital shall attempt to schedule time off at a period mutually convenient to the Hospital and the employee, but **in any** case, time must be taken within a period of six (6) months of the pay period in which the overtime was worked failing which the employee will be paid for the overtime earned. No overtime is to be worked unless **authorized** by the Department Head.

ARTICLE 10.07

An employee who is called back to perform emergency work outside of and not continuous with his regular scheduled hours shall be paid a minimum of three (3) hours at a regular rate of pay. If subsequently called back to work during the minimum guaranteed period then only the first minimum guaranteed period shall

apply. A transportation **allowanceshall** be paid equivalent to one **(1)** hours pay at straight time rate for the second and each subsequent call back during the minimum guaranteed period.

ARTICLE 10.08

Employees shall be paid a shift premium of forty-five cents **(.45)** per hour for each hour worked where the majority of hours worked in a shift fall between **1500** hours and **0700** hours of the next day.

ARTICLE 10.09

Pay at the rate of one and one-half (**1 1/2**) times regular pay will be paid to employees for a second tour of duty, when required to report for duty less than sixteen **(16)** hours between regular shifts, (excluding overtime worked between said shifts).

It is understood that such payment **shall** not **apply** where:

- (i) such second shift is scheduled for an employee to satisfy specific shifts off requested by the employee;
- (ii) the employee has requested to work the second shift;
- (iii) such second shift is **scheduled** as the result of an exchange of shift with another employee in accordance with Article **10.10**.

ARTICLE 10.10

Exchange of shifts or days **between** two consenting employees and working in the same unit may be granted by the Hospital if a "Request Form" stating dates, shifts

involved, and signed by both individuals is submitted in advance to the Department Head for approval. It is understood that such exchange does not involve over-time payment as applied elsewhere in this Contract.

ARTICLE 10.11

A shift that begins or ends during the twenty-four (24) hour period of a day (as defined as the period from 0001 hours to 2400 hours), where the major portion of time worked falls within 0001 hours of the day and 2400 hours of the day, shall be deemed to be work performed on the day for the full period of the shift.

ARTICLE 10.12

The Hospital will provide at least four (4) weekends off in eight (8).

If an employee is required to work on a third (3rd) subsequent and consecutive weekend of duty, she shall receive premium pay for the hours worked save and except where:

- (i) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
- (ii) such employee has requested weekend duty;
or
- (iii) such weekend is worked as the result of an exchange of shift with another employee.

ARTICLE 10.13

The Hospital shall endeavour to schedule an employee off for a minimum of three (3) consecutive days at Christmas or New Year's, unless the employee does not

so wish. For purposes of this schedule, Christmas will be defined as December **24, 25, and 26**; New Year's as December **31** and January **1**. The normal scheduling provisions shall be waived between December **15th** and January **15th** to accommodate this special arrangement.

Time off for Christmas and New Year's shall be posted by November **25 th**.

ARTICLE 10.14

An employee will not be scheduled to work more than seven (7) consecutive days without their consent. Four (4) days off will be scheduled for each fourteen (14) days. In any two (2) week period at least two (2) consecutive days off will be scheduled. The remaining two (2) days off may be split.

If an employee is required to work on the eighth (8th) consecutive day, she will be paid time and one-half (1 1/2) for all hours worked unless the employee has requested to work.

ARTICLE 10.15

(a)The regular schedule shall provide for a minimum of forty-eight (48) hours time off when the tour of duty is changed following night duty.

(b)Failure to schedule forty-eight (48) hours off when a tour of duty is changed following night duty will result in the employee being paid at the rate of one and one-half (1 1/2) for the first shift of the new schedule.

ARTICLE 10.16

A full time employee who normally rotates shall not be scheduled to work more than two (2) consecutive weeks

on the evening or night tour. At least an equal number of weeks on days as on the evening and/or night tours shall be scheduled unless there is mutual agreement to waive the above conditions. An employee will not be required to work days, evenings or nights in any one week's tour of duty.

ARTICLE 10.17

When required to work a double shift, an hour shall be given off, either prior to the overtime shift at straight time or at the end of the overtime shift at time and a half.

ARTICLE 10.18

It is understood for those who normally rotate shifts that a weekend consists of fifty-six (56) consecutive hours off work during the period following completion of the Friday day shift until the commencement of the Monday day shift.

ARTICLE 11 - PAID HOLIDAYS

ARTICLE 11.01

(a) For the purpose of this agreement, the following shall be **recognized** as holidays:

New Year's Day	3rd Monday in February
Good Friday	Easter Monday
Victoria Day	Dominion Day
Civic Holiday	Labour Day
Thanksgiving Day	Christmas Day
boxing Day	

(b) An employee who completes sixty (60) days worked will be **entitled** to a twelfth holiday in the form of a floating holiday. Such floating holiday will be given at a time mutually

agreeable to the Hospital **and the employee.**

- (c) If a day is designated as the float holiday for an employee and then that employee is required to work on such designated holiday that employee shall receive pay at the rate of time and one half his basic rate.
- (d) If Heritage Day is proclaimed as a holiday, then the "Third Monday in February" holiday shall become the date proclaimed as Heritage Day.

ARTICLE 11.02

- 1) In order to qualify for designated holiday pay, an employee must work his last full scheduled shift immediately preceding and his first full scheduled shift immediately following the holiday, unless his absence is due to sickness and the employee presents a certificate of illness which is acceptable to **the Hospital.**
- 2) If such holiday occurs while he is on leave of absence, he will not receive pay for that day.
- 3) If a paid holiday is observed during the employee's vacation period or on her regular day off, provided she **meets** the requirements of Article 11.02(1), within sixty (60) days after the occurrence of the holiday, she shall receive a day off with pay at her basic straight **time rate at a time that is agreeable** to the employee and **the Hospital.**

If a lieu day **cannot** be mutually agreed upon within the sixty (60) day limit, the Hospital may assign such **lieu** day (after the sixtieth

day) at its discretion.

- 4) When an employee is absent on Workers' Compensation and the absence is in excess of 30 days the employee will not qualify for payment of any holiday or holidays that occur during the period of the absence beyond the 30 days.
- 5) An employee paid holiday pay hereunder shall not receive sick leave pay to which she may otherwise have been entitled.
- 6) If an employee is continuously absent due to an accident or illness which commenced in the thirty (30) calendar days prior to the holiday and including the holiday the employee will qualify for payment if she/he presents a bona fide medical certificate of illness or disability.

ARTICLE 11.03

An employee who works on a designated holiday shall receive pay at the rate of one and one half times his basic rate for a full shift, and in addition, within sixty (60) days after the occurrence of the holiday, he shall receive a day off with pay at his basic straight time rate provided he works his last full scheduled shift immediately preceding and his first full scheduled shift immediately following the lieu day unless his absence is due to sickness and the employee presents a Doctor's Certificate of illness which is acceptable to the Hospital. The lieu day shall be taken at a time that is mutually acceptable to the employee and the Hospital.

If a lieu day cannot be mutually agreed upon within the sixty (60) day limit, the Hospital may assign such lieu day (after the sixtieth day) at its discretion.

ARTICLE 11.04

It is agreed that there shall be no pyramiding of overtime pay nor of any premium pay. The maximum pay any employee may receive is two and one half times his basic straight time pay for work on a paid holiday.

ARTICLE 11.05

An employee who is scheduled to work on a paid holiday and who fails to do so shall lose his entitlement to holiday pay, unless excused by the Hospital or unless his absence is due to illness and the employee presents a certificate of illness acceptable to the Hospital.

ARTICLE 11.06

Holiday pay shall be defined as the amount of straight time pay, exclusive of shift premium, which the employee would have received if he had worked his normal daily working schedule on the holiday in question.

ARTICLE 11.07

An employee who submits a written request, with the permission of the Hospital, may substitute another working day for the **recognized** holiday but work on the **recognized** holiday in such a case will be paid at straight time only.

ARTICLE 11.08

In accordance with Article 10.11, a shift that begins or ends during the twenty-four **(24)** hour period of the above holidays where the majority of hours worked falls within 0001 hours of the holiday and 2400 hours of the holiday shall be deemed to be work performed on the holiday for the full period of the shift.

ARTICLE - VACATIONS

ARTICLE 12.01

Employees will be entitled to vacation with pay based on the length of continuous service as set out below:

- (a) An employee who has completed less than twelve (12) months of continuous service in the Hospital as of June 30th in any year shall receive vacation with pay calculated as follows:

Number of full months worked prior to June 30 X 10

12

- (b) Employees who have completed one (1) year or more of continuous service as of June 30th in any year shall receive an annual vacation of two weeks with pay at their regular rate of pay.
- (c) An employee who has completed two (2) years of continuous service as of June 30th in any year, shall receive an annual vacation of three weeks with pay at his regular rate of pay.
- (d) An employee who has completed five (5) years of continuous service as of June 30th in any year, shall receive an annual vacation of four (4) weeks with pay at his regular rate of pay.
- (e) An employee who has completed fifteen (15) years of continuous service as of June 30th in any year, shall receive an annual vacation of five (5) weeks with pay at his regular rate of pay.

- (f) An employee who has completed **twenty-five (25)** years of continuous service as of **June 30th** in any year, shall receive an annual vacation of six **(6)** weeks with pay at his regular rate of pay.
- (g) Whenever the expression “continuous service” is used in this Agreement, it shall mean the length of time a **fulltime** employee has been in the employ of the Hospital on a regular full-time basis and subject to the provisions of Article **15.05**.
- (h) For purposes of **calculating** vacation pay and entitlement the pro-rating as **referred** to in Article **15.05** will be on the following basis:

Subtract the number of calendar days of leave from **365 (366 in a leap year)** and then divide the remainder by **365** and multiply by **10** for employees who fall within subsection **(b)** of Article **12.01**; by **15** for employees who fall within sub-section **(c)**; by **20** for **employees** who fall within sub-section **(d)**; and by **25** for employees who fall within sub-section **(e)**; and by **30** for employees who fall within sub-section **(f)**.
- (i) When determining the length of continuous service for the purposes of Article **12.01**, the length of continuous service will be determined as at the **commencement** of the leave, if a leave includes the **June 30th** vacation year end. If the leave covers a portion of the vacation year (**July 1st to June 30th**) the period of a leave in that vacation year will be subtracted from what otherwise would be the employees length of continuous service for the purpose of ascertaining what level of

vacation entitlement the employee will receive.

ARTICLE 12.02

An employee who is dismissed from service with the Hospital shall receive vacation pay for the period to which he is entitled in accordance with the provisions of the Employment Standards Act. If an employee leaves the employ of the Hospital without giving two weeks written notice of termination to the Department Head, the employee shall be entitled only to vacation pay in accordance with the provisions of the Employment Standards Act, as amended.

ARTICLE 12.03

- (a) Vacation shall, subject to the efficient operation of the Hospital, or unless otherwise mutually agreed upon be scheduled between January 1st and December 31st of each year.
- (b) Employees who for reasons satisfactory to their Department Head have been unable to take all of their vacation entitlement within the vacation year shall be allowed to carry over the vacation entitlement to March 31 of the succeeding year and shall be taken at a time mutually agreed upon by the Department Head and employee. Where the employee and the Department Head are unable to mutually agree upon the scheduling, the Department Head shall assign such vacation time off. There shall be no cash-in-lieu of annual vacation.

ARTICLE 12.04

Vacation periods shall be arranged with the employee's

department head, consideration being given to the needs of the Department or nursing unit in question. An employee shall submit a written request for their vacation on or before April 1st. Where employees within a department or unit on or before April 1st request the same vacation period(s) and both or all of the requests cannot be accommodated by the Hospital, consideration being given to the needs of the department or nursing unit in question, then bargaining unit seniority shall apply.

The approved vacation **schedule** for vacation requests made prior to April 1st will be **posted** by May 15th.

Requests for vacation **made** after April 1st will be **considered** on a first come first served basis.

ARTICLE 12.05

Upon termination for reasons other than dismissal for cause, an employee shall receive earned vacation pay calculated on a percentage of his regular earnings, that is:

- 2 weeks entitlement - 4%
- 3 weeks entitlement - 6%
- 4 weeks entitlement - 8%
- 5 weeks entitlement - 10%
- 6 weeks entitlement - 12%

ARTICLE 12.06

The Hospital is to credit employees with termination pay based on the total pay (as per the Employment Standards Act). This includes paid sick time, statutory holidays, and vacations.

ARTICLE 12.07

An employee may be given **vacation** pay prior to going

on vacation provided the employee submits a written request to his department head the Thursday before the last input day of the preceding pay period.

ARTICLE 12.08

Where an employee's scheduled vacation is interrupted due to illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave, provided that the employee presents a bona fide medical certificate of illness acceptable to the Hospital which sets forth the nature and duration of the illness.

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

The portion of the employee's vacation which is deemed to be sick leave under the above provisions will be re-scheduled on the mutual agreement of the parties providing that the existing schedule is not interfered with.

ARTICLE 13 - WAGES

ARTICLE 13.01

Employees shall be paid by direct bank deposit on a bi-weekly basis. Their pay will include all earnings in a given applicable pay period.

ARTICLE 13.02

If it wishes, the Hospital may at its own option **recognize** recent related experience and hire employees at a rate higher than the minimum rate.

ARTICLE 13.03

All employees, coming within the scope of the bargaining unit shall be paid wages according to Schedule "A" which is attached hereto and forms a part of this Agreement.

ARTICLE 13.04

In consideration of Article 2.01 of this Agreement, when a new classification is established by the Hospital, the Hospital shall determine the rate of pay for such new classification and notify the Association of the same within ten (10) days. If the Association challenges the rate, it shall have the right to request a meeting with the Hospital to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Hospital. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the 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 ten (10) days of such meeting.

ARTICLE 14 - BULLETIN BOARDS

ARTICLE 14.01

Bulletin boards designated as "Association Bulletin Boards" shall be provided by the Hospital in, or adjacent to the (1) Maintenance Section, (2) Dietary Locker area, (3) Male Nursing Staff Locker Room, (4) Female Locker Room, (5) Sydenham 5 Unit. The job postings will be posted on the Maintenance, Cafeteria, Coffee Shop, and Sydenham 5 Unit bulletin boards. The Association shall have the right to post notices of meetings and social functions on all its bulletin boards. All other correspondence, etc., however, shall be initialled by the

Administrator or his designate prior to the actual posting.

ARTICLE 14.02 - Labour Management Committee

- (a) There shall be established a Labour-Management Committee consisting of three (3) members from the Association and three (3) members from the Hospital. The Chairman shall be the Hospital Administrator or his delegate.
- (b) The Committee shall meet once each month at the call of either party, or special meetings may be called by the mutual agreement of both parties. A representative of each of the parties shall notify a representative of the other in writing within seventy-two (72) hours (exclusive of Saturdays, Sundays, and Holidays) of the meeting indicating the items it wishes to discuss.
- (c) The purpose of the Committee shall be to exchange views on matters which may tend to promote improvements in the function of the Hospital and the welfare of its employees.
- (d) This Committee shall not deal with grievances nor, in any way, supplant the "Grievance" section of this Agreement.
- (e) When, in the opinion of the Hospital, such meetings can be held during normal working hours, employees attending such meetings shall suffer no loss of pay.
- (f) The Hospital will continue its present policy of making provisions for the safety and pro-

tection of the health of the employees during the hours of their employment. The Hospital will continue to welcome suggestions from employees and/or the Association regarding safety measures.

ARTICLE 15 - LEAVE OF ABSENCE

ARTICLE 15.01

The Hospital may, at its discretion, grant leaves of absence without pay and without loss of seniority to an employee for personal reasons. All requests for such leaves of absence and permission shall be in writing.

ARTICLE 15.02

- (a) Leaves of absence without pay and without loss of seniority may be granted subject to staffing requirements of the Hospital, upon written request to the Hospital, to full-time or part-time employees who are selected or appointed to represent the Association for Association business. Not more than three **(3)** employees and not more than one **(1)** from any nursing unit (excluding the Chief Steward) will be granted leave for any one period of time. All of such leave shall not exceed a total of thirty **(30)** working days for all employees in any one **(1)** year except as outlined below. For stewards training purposes only, there may be six **(6)** employees off without pay and without loss of seniority at any one time but not more than one **(1)** from any nursing **unit**. All of such leave shall not **exceed** a total of eighteen **(18)** working days for all stewards in any one **(1)** calendar year.

(b) Pre-paid Leave Plan

Effective November 18, 1990, the Hospital agrees to introduce a **pre-paid** leave program, funded solely by the employee subject to the following terms and conditions:

- (1) The plan is available to employees wishing to spread four (4) year's salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (2) The employee must make written application to the Department Head 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.
- (3) The number of employees that maybe absent at any one time shall be determined by local negotiations. 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 and the Hospital.
- (4) Written applications will be reviewed by the Department Head or her designate. Leaves requested for the purpose of pursuing further formal education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority.

- (5) 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 her until the year of the **leave** or upon withdrawal from the plan.
- (6) The manner in which the deferred salary is held shall be at **the** discretion of the Hospital.
- (7) 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**.
- (8) 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 **premi-urns** for any health and welfare benefits in which she is participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan. The employees will not be eligible to participate in the disability income plan during the year of the leave.
- (9) An employee may withdraw from the plan at any time during the deferral portion provided three **(3)** months notice is given to the Department Head. **Deferred** salary, plus accrued **interest**, if any, will be returned to

the employee, within a reasonable period of time.

- (10) 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.
- (11) 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 her within a reasonable period of time.
- (12) The employee will be reinstated to her former position unless the position has been discontinued in which case she shall be given a comparable job.
- (13) Final approval for entry into the pm-paid leave program will be subject to the employee entering in to 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:
 - (a) A **statement that** the employee is entering the **pre-paid** leave program in accordance

with Article **15.02(b)** of the Collective Agreement.

(b) The period of salary deferral and the period for which the leave is requested.

(c) The manner in which the deferred salary is to be held.

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

ARTICLE 15.03 - Maternity Leave

(01) Maternity leave will be granted in accordance with the provisions of the Employment Standards Act **1974**, except where amended in this provision.

(02) The service requirements for eligibility for maternity leave shall be ten **(10)** months of continuous service since her last date of hire.

(03) The employee shall give written notification one **(1)** month prior to the commencement of the leave of **her** request for leave together with her expected date of return. At such time **she** shall also furnish the Hospital with her Doctor's certificate as to pregnancy and expected date of delivery.

(04) The employee has the right to **twenty-seven (27)** weeks of maternity leave. A request for a further leave will be considered under Article **15.01** and must be submitted in writing, at least two **(2)** weeks prior to the termination of the initial approved leave.

(05) It is understood that during a maternity leave exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the collective agreement or elsewhere shall be suspended, the benefits concerned appropriately reduced on a pro rata basis and the employee's service review date adjusted by the entire period of the absence. In addition, the employee will become responsible for full payment of subsidized employee benefits in which she is participating for the period of the absence.

Notwithstanding the above, the Hospital shall maintain its premium payments for applicable insured benefits and service credits for sick leave until the end of the month in which the leave commences.

Effective November 18, 1990, credits for service shall accumulate for the initial seventeen (17) weeks from the commencement of the leave while an employee is on maternity leave. However, credit for seniority shall not be suspended but shall accumulate during such leave.

(06) An employee on maternity leave as provided under this agreement who is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 30 of the Unemployment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. This benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits

and any other earnings. Such payment will commence following the completion of the two week unemployment insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day of work prior to the commencement of the leave, times her normal weekly hours.

Effective upon approval of SUB plan by U.I.C.

- (07) The employee shall reconfirm her intention to return to work on the date originally provided to the Hospital in (03) or (04) above by written notification received by the Hospital at least two (2) weeks in advance thereof.

This employee shall be reinstated to her former position, if available, or given a comparable position, within the Bargaining Unit, at not less than the current salary of the position held at the time she began her leave of absence.

ARTICLE 15.04 - Adoption Leave

- (01) Where an employee with at least twelve (12) months of continuous service qualifies to adopt a child, such employee will be entitled to a leave of absence without pay for a period of up to three (3) months duration or such greater time as may be required by the adoption agency up to a maximum aggregate of

six (6) months. Such employee 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.

- (02) It is understood that during an adoption leave exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere shall be suspended, the benefits concerned appropriately reduced on a pro rata basis and the employee's service review date adjusted by the entire period of the absence. In addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of absence.

Notwithstanding the above, the Hospital shall maintain its premium payments for the applicable insured benefits and service credits for sick leave until the end of the month in which the leave commences.

Effective November 18, 1990, credits for service shall accumulate for the initial seventeen (17) weeks from the commencement of the leave while an employee is on maternity leave. However, credit for seniority shall not

be suspended but shall accumulate during such leave.

- (03) The employee shall be reinstated to her former position if available, or given a comparable position within the bargaining unit at not less than the current salary of the position held at the time she began her leave of absence.

ARTICLE 15.05

- (a) If an employee's absence without pay from the Hospital exceeds thirty (30) continuous calendar days, credit for service for purposes of salary increments, vacation, sick leave, or any other benefit under any provision of the Collective Agreement or elsewhere shall be suspended, the benefits concerned appropriately reduced on a pro-rata basis and the employee's service review date adjusted accordingly.
- (b) In the case of unpaid approved absences in excess of thirty (30) days, an employee may arrange with the Hospital to prepay the full premium of the **subsidized** employee benefits for the entire period of the leave to ensure coverage.
- (c) The provisions of (a) and (b) above will apply when an employee is absent on Workers' Compensation for a period in excess of twelve (12) continuous calendar months or the seniority of the employee if such standing is less than twelve (12) calendar months at the time of commencement of absence due to accident.

ARTICLE 16 - HEALTH AND WELFARE

ARTICLE 16.01

The Hospital agrees to contribute one hundred percent (100%) of the cost of Group Life Insurance Premiums.

ARTICLE 16.02

All employees will join the Hospital's of Ontario Pension Plan and the Group Life Insurance Plan in accordance with the terms and provisions of those plans.

ARTICLE 16.03 - Dental Plan

Eligible employees electing to participate in the group dental plan identified as Blue Cross Dental Plan No. 9 or equivalent based on the current ODA rates shall be covered thereby on the basis of a contribution towards the monthly premium of fifty (50) percent of the monthly premium rate payable by the Hospital and the balance being payable by the eligible employee concerned through payroll deduction. New employees shall be eligible for coverage following the completion of their probationary period and on the basis of the eligibility conditions and the waiting period set out in the dental plan concerned.

ARTICLE 16.04 -Extended Health Care (EHC)

Subject to the carrier's enrolment requirements and to the terms and conditions of the plan the Hospital agrees to contribute on behalf of each eligible employee in the active employ of the Hospital seventy-five (75) percent of the billed premium for an Extended Health Care Plan \$15.00 (single) and \$25.00 (family) deductible (Blue Cross or equivalent). The balance of the premium paid by the employee through payroll deduction.

Effective January 1, 1991, **Extended Health Care** coverage will include vision care to a maximum of **\$90.00** every **24** months as well as a hearing aid allowance of a lifetime maximum of **\$500.00** per individual.

ARTICLE 16.05 - Semi-Private

Subject to the carrier's **enrollment** requirements and to the terms of the plan, the Hospital agrees to contribute on behalf of each eligible full-time employee in the active employ of the Hospital, one hundred **(100)** percent of the billed premium for Blue Cross Semi-Private coverage.

ARTICLE 17 - BEREAVEMENT LEAVE AND JURY DUTY

ARTICLE 17.01

In the event of a death in the immediate family of an employee covered by the Agreement, the Hospital agrees to grant time off and to make up the employee's regular pay (computed at the employee's straight time rate and excluding shift or other premiums). The number of days for which the employee will be paid will be limited to a maximum of three **(3)**. The days for which the employee will be paid will be limited to those days for which the employee was scheduled to work. The calculation of the number of scheduled working days for which an employee will be paid will be from the day following the death of the member of the immediate family and up to and including the day of the funeral. Immediate family shall mean parent, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, **sister-in-law**, grandparent, or grandchild, or a relative permanently residing in the employee's household or with whom the employee **permanently** resides.

When an employee is notified at work of a death in his immediate family he shall receive full pay for that day. The following day shall be considered to be the first day of bereavement leave.

ARTICLE 17.02

If an employee is required to serve as a juror, or is subpoenaed to attend as a witness in a 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:

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

ARTICLE 18 - SICK LEAVE AND LONG-TERM DISABILITY

ARTICLE 18.01

The Hospital will assume total responsibility for providing and funding a short-term sick leave plan as described in the current Hospitals of Ontario Disability Income Plan brochure.

The Hospital will pay **75%** of the billed premium towards coverage of eligible employees under the **long-term** disability portion of the Plan (**HOODIP**) effective the first billing date following ratification. The employee will pay the balance of the billed premium through payroll deduction. For the purpose of transfer to the short-term portion of the disability programme, employees on the payroll as of the effective date of the transfer with three **(3)** months or more of service shall be deemed to have three **(3)** months of service. For the purpose of transfer to the long-term portion of the disability programme, employees will be credited with their actual service.

ARTICLE 18.02

Effective the first of the month following transfer, the current sick leave plan shall be terminated and shall be null and void except for the provisions of Article **18.06, 18.07, 18.08(a)(b)(c), 18.09, 18.10** as amended, **18.11, 18.12.**

ARTICLE 18.03

Existing sick leave credits for each employee shall be converted to a sick leave bank to the credit of the employee. The sick leave bank shall contain the unused sick leave days to the credit of the employee on the **effective date** of the transfer to the **plan set out in** Article **18.01.** The "sick leave bank" shall be **utilized** to:

(a) supplement payment for sick leave days under the new plan which would otherwise be at less than full wages.

ARTICLE 18.04

Where, as of the effective date of transfer, an employee does not have the required service to qualify for **pay-**

ment as provided for in the current **18.05**, her existing sick leave credits as of that date shall nevertheless be converted to a sick leave bank in accordance with the foregoing and shall be entitled to the same cash out provisions as set out in the current **18.05** providing she subsequently achieves the necessary service.

ARTICLE 18.05

On termination of employment, with over ten years service subsequent to January, **1966**, and provided two weeks notice of his intention to resign is given in writing, an employee shall receive fifty percent (**50%**) of his accumulated sick credits, in cash, such payment not to exceed a maximum of forty-five (**45**) days. Termination payment of sick time in this Article shall not apply to sick credits accrued prior to January, **1966**.

All employees retiring at age sixty-five with over **10** years of service from date of employment shall receive fifty percent (**50%**) of his accumulated sick credits, in cash, such payment not to exceed a maximum of **forty-five** days. This will apply only to sick credits accrued after January, **1966**.

ARTICLE 18.06

Where an employee's absence for sickness or accident is compensable by the Workers' Compensation Board, he shall receive the difference between his regular pay and the Board's award, if unused sick credits are available.

ARTICLE 18.07

Employees claiming sick pay benefits will observe the following procedure:

- (a) Employees taking ill or suffering an accident

during working hours will notify their department **head, or a** person designated by the Department head, and the Health Service before the employee leaves his duties.

- (b) Where the illness or accident takes place at times other than the employee's normal working hours, the employee will notify his department head, or a person designated by the department head as soon as **possible, and** in any case, not later than the time at which, the employee would normally be required to report for duty.
- (c) **Before** returning to work, an employee will notify his department head, or his alternate, of his intended return at least before the end of the day shift prior to his return to work. Such notification must be made during the normal working hours of the department head. In any event, all employees must report to Health Service upon returning to work.

ARTICLE 18.08

There shall be no loss in pay under the short term component of the **HOODIP** Plan for the fourth and subsequent periods of illness.

ARTICLE 18.09

The Hospital may, if an employee is absent for three consecutive days or more, request that he submit a medical certificate to the Hospital.

ARTICLE 18.10

An employee who is under the care of a medical **prac-**

itioner and who is undergoing treatment for alcohol or drug addiction will for the purpose of this article be considered on sick leave when absent for the purpose of participating in a treatment programme. The employee must provide the Hospital with a bona fide certificate of attendance for each occasion when absent.

ARTICLE 19 - MISCELLANEOUS

ARTICLE 19.01

An employee may have reasonable access to her file for the purpose of reviewing disciplinary notations and evaluations. Appointments shall be made in advance through the Director of Human Resources. All employees have the right to request and obtain copies of any evaluations conducted by this Hospital and any disciplinary letters of reprimand, suspensions, or record of other disciplinary action in this file.

ARTICLE 19.02

Any disciplinary letter of reprimand, suspension or record of other disciplinary action will be removed from the file of an employee eighteen (18) months following the receipt of such letter or following the disciplinary action being taken provided that the employee's record has been discipline free for eighteen (18) months.

ARTICLE 19.03 - Technological Change Training Benefits

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 (6) months.

ARTICLE 19.04 - Work of the Bargaining Unit

Supervisors and persons above the rank of supervisor who are excluded from the beginning unit shall not perform duties normally performed by employees in the bargaining unit which shall directly cause or result in the layoff of employees in the bargaining unit.

ARTICLE 19.05

All new and amended job descriptions shall be provided to the Association.

ARTICLE 19.06

Effective January 1, 1989, and on that date for each subsequent calendar year, the Hospital will provide \$35.00 per calendar year to each full-time employee who is required by the Hospital, as delineated below, to wear safety footwear during the course of his duties.

The Hospital will require employees performing the following functions to wear appropriate safety footwear:

- 1) Maintenance
- 2) Grounds
- 3) Janitors as determined by the Hospital
- 4) **Stores** (only where frequently working in storage areas)
- 5) **Portering** (as determined by the Hospital) heavy carts on a regular basis, e.g. linen carts,

- food wagons.
- 6) All other categories as determined by the Hospital.

ARTICLE 19.07 -Job Sharing

Job sharing is defined as an arrangement whereby two or more employees share the hours of work of what would otherwise be one full time position.

If the Hospital agrees to a job sharing arrangement, the introduction or discontinuance of such job sharing arrangements will be determined mutually by both parties.

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

1. Where the job sharing arrangement arises out of the filling of a vacant full time position, both job sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreements.
2. Any incumbent full time employee wishing to share her position, may do so without having her half of the position posted. The other half of the job sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.
3. If one of the job sharers leaves the arrangement, the position will be posted. If there is no successful applicant to the position, the shared position must revert to a full time position. The remaining employee will have the option of continuing the full time **posi-**

tion or reverting to a part time position for which she is qualified. If she does not continue full time, the position must be posted in accordance with the Collective Agreement.

4. There shall be an initial trial period of six months, with a meeting between the parties two weeks prior to the end of the six months to discuss continuation.
5. If continued either the Employer or the **Association can discontinue the arrangement with 90 days notice.**
6. If either person in the job share leaves the arrangement, that part of the position shall be posted. If there are no successful applicants, the position will revert to full time. The remaining employee shall be offered the full time position. If declined, the position shall be posted.
7. **For vacations, maternity leave, and any other** leaves of absences not including incidental illness but including prolonged or extended illness, it is hoped that the remaining person in the position would be prepared to cover the leaves as much as possible.

For incidental illnesses, it is expected **that** the job sharers will cover for each other. If because of unavoidable circumstances, one cannot cover for the other, the department head must be notified.

X

ARTICLE 20 TERMINATION AND AMENDMENT

ARTICLE 20.01

This Agreement shall continue in **effect until 28th day of September, 1991**, and shall continue automatically thereafter for annual periods of one (1) year each unless either party notifies the other in writing not less than thirty (30) days and not more than ninety (90) days prior to the expiration date that it desires to amend, renew or terminate the Agreement.

ARTICLE 20.02

Negotiations shall begin within fifteen (15) days following notification for amendment as provided in the preceding paragraph.

In Witness Whereof, the parties have agreed by the hands of their proper officers in that behalf,

DATED at Kingston, Ontario this 11 day of June 1991.

FOR THE HOSPITAL

FOR THE ASSOCIATION

FOR THE HOSPITAL

Steven Peckey
David Doyle
Sue Graham

FOR THE ASSOCIATION

Jane Dalfour
[Signature]
JB

SCHEDULE "A" - HOURLY RATES

Classification	Date	start	After 6 Mo.	After 12 Mo.	After 18 Mo.
PORTER	Oct.1/89	12.338	12.479	12.604	12.753
	Oct.1/90	13.202	13.353	13.486	13.646
COOK'S HELPER, PASTRY COOK, LAUNDRYMAN, JANITOR	Oct.1/89	12.567	12.707	12.848	12.989
	Oct.1/90	13.447	13.596	13.747	13.898
COOK, ADJUVANT, N.A., ORDERLY (TRAINED), PHARMACH TECH., LIBRARY TECH.	Oct.1/89	12.996	13.123	13.262	13.418
	Oct.1/90	13.906	14.042	14.190	14.357
CARPENTER, PLUMBER	Oct.1 /89	15.778	15.911	16.043	16.185
	Oct.1 /90	16.882	17.025	17.166	17.318
O.T., P.T. TECH.	Oct.1 /89	13.737	13.854	13.987	14.129
	Oct.1 /90	14.699	14.824	14.966	15.118
DIETARY AIDES	Oct.1/89	11.665	11.807	11.946	12.094
	Oct.1 /90	12.708	12.860	13.009	13.167
HOUSEKEEPING AIDES	Oct.1/89	11.665	11.807	11.946	12.094
	Oct.1 /90	12.708	12.860	13.009	13.167
DAY HOSPITAL AIDES	Oct.1/89	11.665	11.807	11.946	12.094
	Oct.1 /90	12.708	12.860	13.009	13.167
WARD AIDE	Oct.1/89	11.665	11.807	11.946	12.094
	Oct.1/90	12.708	12.860	13.009	13.167
C.P.D. AIDE	Oct.1 /89	12.463	12.590	12.723	12.870
	Oct.1/90	13.335	13.471	13.614	13.771

Classification	Date	Start	After 6 Mo.	After 12 Mo.	After 18 Mo.
O.T. AIDE	Oct.1/89	12.768	12.907	13.040	13.180
	Oct.1/90	13.751	13.899	14.042	14.191
PHYSIO AIDES	Oct.1/89	12.768	12.907	13.040	13.180
	Oct.1/90	13.816	13.965	14.107	14.257
PHYSIO AIDE (CLERK)	Oct.1/89	12.768	12.907	13.040	13.180
	Oct.1/90	13.751	13.899	14.042	14.191
MAINTENANCE II	Oct.1/89	13.795	13.943	14.084	14.211
	Oct.1/90	14.761	14.919	15.070	15.206
O.T. ASSISTANT	Oct.1/89	13.307	13.432	13.566	13.691
	Oct.1/90	14.238	14.372	14.516	14.649
R.N.A.	Oct.1/89	13.307	13.432	13.566	13.691
	Oct.1/90	14.368	14.502	14.645	14.779
WARD CLERK	Oct.1/89	11.931	12.050	12.174	12.323
	Oct.1/90	13.265	13.392	13.525	13.684
SWITCHBOARD OPERATOR	Oct.1/89	11.931	12.050	12.174	12.323
	Oct.1/90	13.265	13.392	13.525	13.684
MAINTENANCE I	Oct.1/89	13.410	13.543	13.670	13.810
	Oct.1/90	14.349	14.491	14.627	14.777
INVENTORY CO-ORDINATOR	Oct.1/89	13.173	13.327	13.483	13.660
	Oct.1/90	14.095	14.260	14.427	14.616
CLERK TYPIST II, DISCH.PLANNING O.T. SPEECH MED.RECORDS VOLUNTEERS	Oct.1/89	12.338	12.493	12.655	12.826
	Oct.1/90	13.553	13.718	13.892	14.075

Classification	Date	Start	After 6 Mo.	After 12 Mo.	After 18 Mo.
CLERK TYPIST II	Oct.1/89	12.338	12.493	12.655	12.826
ADMITTING	Oct.1 /90	13.363	13.529	13.702	13.885
CLERK TYPIST II	Oct.1/89	12.338	12.493	12.655	12.826
PURCHASING	Oct.1/90	13.553	13.718	13.892	14.075
CLERK TYPIST II	Oct.1 /89	12.338	12.493	12.655	12.826
DIETARY	Oct.1 /90	13.202	13.368	13.541	13.724
MED.SEC.	Oct.1/89	12.338	12.493	12.655	12.826
(GENERAL)	Oct.1/90	13.553	13.718	13.892	14.075
MED. SEC.	Oct.1 /89	12.849	13.003	13.159	13.336
(DEPT.HEAD)	Oct.1 /90	14.100	14.265	14.432	14.622
ACCT. CLERK II	Oct.1 /89	12.849	13.003	13.159	13.336
	Oct.1 /90	13.830	13.995	14.161	14.351
STOREKEEPER	Oct.1 /89	12.849	13.003	13.159	13.336
	Oct.1 /90	13.748	13.913	14.080	14.270
HEALTH RECORD	Oct.1 /89	13.462	13.964	14.460	14.962
TECH.	Oct.1 /90	14.404	14.941	15.472	16.009

APPENDIX A

LETTER OF UNDERSTANDING

The parties agree that where there are no successful applicants from within the full-time bargaining unit for vacant permanent full-time positions, part-time employees in the Employees' Association part-time bargaining unit shall be considered for such positions prior to considering persons not in the Employees' Association bargaining units. In considering such part-time employees for the filling of full-time permanent vacancies, such part-time employees shall be considered on the basis of qualifications, performance, ability and experience. Where these factors are relatively equal amongst the employees considered, seniority shall govern, provided the senior applicant, if any, is qualified to perform the available work.

Dated in Kingston, 23rd March 1989.

FOR THE HOSPITAL

FOR THE ASSOCIATION










