

SOURCE	Hosp		
EFF.	88	04	01
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No. OF EMPLOYEES	11		
NOMBRE D'EMPLOYÉS	11		

COLLECTIVE AGREEMENT

BETWEEN

THE KINGSTON GENERAL HOSPITAL

AND

THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION

(Part-Time)

Expiry 31 March, 1991

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**ARTICLE 1 - PURPOSE**

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

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

**ARTICLE 2 - SCOPE AND RECOGNITION**

2.01 The Employer recognizes the Union as the sole bargaining agent of all employees of the Kingston General Hospital at Kingston, Ontario regularly employed for not more than twenty-four (24) hours per week including persons employed through Grant Funding, save and except Registered Technologists and Radiology Technologists employed through Grant Funding, chief technologist and supervisor, personnel department staff and **persons** covered by subsisting collective agreements between the Kingston General Hospital and the Ontario Nurses' Association, Ontario Public Service Employees Union, Canadian **Union** of public Employees and the Association of Allied Health Professionals: Ontario.

**ARTICLE 3 - MANAGEMENT RIGHTS**

3.01 Subject to the right of *any* employee who feels that he has been unjustly treated to lodge a grievance in the manner hereinafter provided, (Article Ten) the union agrees to cooperate with the Employer at all times to maintain discipline and to maintain the highest possible standard of service and efficiency and the Union acknowledges the exclusive rights of the Employer **as** follows:

- (a) 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.
- (b) To formulate policies, rules and regulations which are not inconsistent with the provisions of the Agreement.
- (c) 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.

- (d) 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.
- (e) 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.
- (f) To maintain order and discipline, to hire, promote, transfer, demote, suspend, discharge, or otherwise discipline employees who have completed the probation period under Article 12:01, for just cause.
- (g) 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.
- (h) To have absolute control of buildings, use of buildings, use of utensils, equipment, machinery, tools, supplies, materials, insurance, drugs and medicine and of clothing, uniforms, and all other articles or things belonging to the Employer.
- (i) The discharge of a probationary employee is not the subject matter of a grievance unless the probationary employee is discharged for exercising a right under this collective agreement

#### **ARTICLE 4 - DEFINITIONS**

No pre-existing local language.

#### **ARTICLE 5 - NO DISCRIMINATION**

5.01 The Hospital and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practiced by **any** of their representatives with respect to any employee because of his membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising his rights under the Collective Agreement.

5.02

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

5.03

There shall **be** no Union activities **on** hospital property except as provided for **in this** agreement or otherwise in writing.

5.04

**The** Hospital agrees that there shall be no individual agreements with any of its employees contrary to the terms of this agreement.

#### **ARTICLE 6 - NO STRIKE/NO LOCKOUT**

6.01

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

#### **ARTICLE 7 - UNION SECURITY**

7.01

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

7.02

The Union shall notify the Hospital, **in** writing, of the amount of **such** dues, **and** from time to time **as** changes *occur*.

7.03

**The** Hospital shall remit **to** the Union once *each* month the dues **so** deducted, along with a list of names of the employees from whose pay deductions have **been** made. The Union shall hold the Employer harmless with respect to all dues **so** deducted and remitted, and with respect to any liability which the Employer might incur **as** a result of such deduction

**ARTICLE 8 - REPRESENTATION AND COMMITTEES**

8.01 Union Stewards

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

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

The number of stewards for local 450 shall not be more than five (5).

8.02 Grievance Committee

The number of employees on a grievance committee for local 450 shall not be more than **three** (3).

8.03 Labour-Management Committee

The parties mutually agree that there are matters that would be beneficial if discussed at a Labour-Management Committee Meeting during the term of this Agreement. There shall be established a Labour-Management Committee consisting of up to three (3) members from the Union and up to three (3) members from the Hospital. These members may be rotated by either party. The Chairperson **duty** shall rotate between a Hospital delegate and a Union delegate on a **six** (6) month cycle.

The committee shall meet on **dates** agreed to by mutual consent.

A request for a meeting hereunder will be made in writing at least fourteen (14) days prior to the date proposed and accompanied by an agenda of matters proposed to be discussed. (where a Hospital has two or more agreements with OPSEU, then a joint committee shall represent all units unless otherwise agreed).

The purpose of the Committee shall ~~be~~ to exchange views on matters which may tend to promote improvement in the function of the Hospital and the welfare of its employees.

This Committee shall not deal with grievances nor in any way supplant Article Ten (Grievances) of this Agreement.

When in the opinion of the Employer such meetings can be held during the normal working hours, employees attending such meeting shall suffer no loss of pay.

8.04

(a) Negotiating Committee

The Hospital agrees to recognize a negotiating committee comprised of two (2) members to ~~be~~ elected or appointed from the bargaining unit. ~~Where~~ the Hospital participates in central bargaining the purpose of the negotiating committee shall be to negotiate local issues ~~as~~ defined in this Collective Agreement. Where the Hospital does not participate in central bargaining, the purpose of the negotiating committee shall be to negotiate a renewal of ~~this~~ Collective Agreement. The Hospital agrees that the members of the negotiating committee shall suffer no loss of earnings for time spent during their regular ~~scheduled~~ working hours in attending negotiating meetings with the Hospital up ~~to~~, and including conciliation.

One employee who is a member of the full-time bargaining unit shall have the right to participate in negotiations.

(b) Pay for Central Negotiating Committee

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



8.05

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

A member of the staff of OPSEU may be present at any meeting with the Employer which is directly concerned with the settlement of grievances or contract renewal negotiations or at Labour Management Committee meetings as provided in this collective agreement.

8.06

The Union shall keep the Employer advised in writing of the name of the representative who is authorized to act in adjusting grievances or in the transacting of other official Union business.

#### **ARTICLE 9 ACCIDENT PREVENTION-HEALTH & SAFETY COMMITTEE**

9.01

The Hospital and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.

9.02

Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention - Health and Safety Committee, at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees.

9.03

Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programmes and recommend actions to be taken to improve conditions related to safety and health.

9.04

The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.

9.05

Meetings shall be held every second month or more frequently at the call of the chair, if required. The Committee shall maintain minutes of all meetings and make the same available for review.

9.06

Any representative appointed or selected in accordance with 9.02 hereof, shall serve for a term of at least one (1) calendar year from the date of appointment. Time off for such representative(s) to attend meetings of the Accident Prevention - Health and Safety Committee in accordance with the foregoing, shall be granted and any representative(s) attending such meetings during their regularly scheduled hours of work, shall not lose regular earnings as a result of such attendance.

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

#### ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCEDURE

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

##### Step No. 1

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

##### Step No. 2

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

Step No. 3

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

10.04 Policy Grievance

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

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

10.05 Group Grievance

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

10.06 Discharge Grievance

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

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

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

- 10.07 Failing settlement under the foregoing procedure, any grievance, including a question as to whether the grievance is arbitrable, may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within fourteen (14) calendar days after the decision under Step No. 3 is given, the **grievance** shall be deemed to have been abandoned.
- 10.08 All agreements reached under the grievance procedure between the representatives of the Hospital, the representatives of **the** Union and the **grievor(s)** will **be** final and binding upon the Hospital, the Union **and** the employee(s).
- 10.09 When either party requests that any matter be submitted to arbitration as provided in this Article, **it** shall make such request in writing addressed to the other party to this Agreement, and at the **same** time appoint a nominee. Within seven (7) **calendar days** thereafter, the other **party** shall appoint its nominee, provided **however**, that if **such** party fails to appoint its nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to make such appointment upon application thereto **by** the party invoking the arbitration procedure. The two nominees shall attempt to agree upon a chairman of the Arbitration Board. If they **are** unable to agree upon such a chairman within a period of **fourteen** (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to **appoint** a chairman.
- 10.10 No person may **be** appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 10.11 **No** matter may **be** submitted to arbitration which **has** not been properly carried through all requisite steps of the Grievance Procedure.
- 10.12 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.
- 10.13 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.

- 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**.
- 10.15 The time limits set out **in this** Article are mandatory and failure to comply strictly with such **time** limits, except by the written agreement of the parties, shall result in the grievance being deemed **to** have been abandoned.
- 10.16 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 11 - LETTERS OF REPRIMAND AND ACCESS TO FILES**

- 11.01 Any letter of reprimand or suspension will be removed from the record of an employee twenty-four (**24**) months following the receipt by the employee of such letter or suspension provided that the employee's record has been discipline free for such twenty-four (24) month period.
- 11.02 **Each** employee shall have reasonable access **to** his file for the purposes of reviewing any evaluations or formal disciplinary notations contained therein **in** the presence of the Employer. A copy of the evaluation will be provided **to** the employee at his request.

#### **ARTICLE 12 - SENIORITY**

- 12.01 Newly hired employees shall be considered to be on probation for a period of **sixty (60)** tours worked from date of last hire (450 hours of work for employees whose **hours** of work *are* other than the standard work day). If retained after the probationary period, the employee shall be credited with seniority from date of last hire. With the written consent of the Hospital, the probationary employee and the President of the Local Union or his designate, *such* probationary period may ~~be~~ extended.
- It is understood and agreed that any extension to the probationary period will not exceed an additional sixty (60) tours (**450** hours) worked or such lesser period as may be agreed by the parties. The release of a probationary employee shall not be the subject of a grievance or arbitration..
- 12.02 A seniority list will be maintained for each department. The Hospital will provide the Union with a list twice per year and a copy shall be posted.
- 12.03 Part-time employees shall have their seniority expressed on the basis of number of hours worked.

.04

The following provision will apply when **both** full-time and part-time employees are represented by O.P.S.E.U.;

Seniority shall be retained by an employee in the event he is transferred from full-time to part-time or vice versa. For the purposes of the application of seniority under the agreement but not for the purposes of service under any provisions of the agreement, an employee whose **status** is **changed** from full-time to part-time shall receive credit for his seniority on the basis of 1725 hours worked for each year of full-time seniority. For the purposes of the application of seniority, under the agreement but not for the purposes of service under any provisions of **the** agreement, an employee whose **status** is changed from part-time to full-time shall receive credit for his seniority on the basis of one (1) year of seniority for each 1725 hours **worked**. Any time worked **in** excess of an equivalent shall be pro-rated at the time of transfer.

12.05 Not applicable to Part-time.

12.06 Application of Seniority on Layoff and Recall

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

12.07 Layoff and Recall Rights for Part-time and Full-time Employees

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

12.08 Retention and Accumulation of seniority on Transfer Outside the Bargaining Unit

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

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

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

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## 12.09

Loss of Seniority, Service and Deemed Termination

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

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

## 12.10

In this agreement where reference is made to hours, tours or years, the following formula shall be used in converting from one to the other:

1725 **hours** equals one year  
 230 tours equals one year  
 1 tour equals 7.5 hours

Note: The above provision applies except as otherwise provided for by Articles 29:02 and 29:03.

**ARTICLE 13 - LAYOFF AND RECALL**

Note: Article 13 applies to regular part-time employees only.

13.01 In *the* event of a proposed layoff at the Hospital of a permanent or long term nature, the Hospital will

- a) provide the Union with no less than 30 calendar days notice of such layoff, and
- b) meet with the Union through the Labour Management Committee to review the following:
  - (i) the reason causing the layoff
  - (ii) the service the Hospital will undertake after the layoff
  - (iii) the method of implementation including the areas of cut-back and employees to laid off
  - (iv) ways the Hospital can assist employees to find alternative employment.

13.02 **Any** agreement between the Hospital and the Union resulting from the **above** review concerning the method of implementation will take precedent over other terms of layoff in this Agreement. Notice of layoff shall be **in** accordance with the provisions of the Employment Standards **Act**.

13.03 In the event of layoff, the Hospital shall layoff employees in the reverse order of their seniority within their classification, providing that **those** employees who remain on the job have the qualifications and ability to perform the work.

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

- (a) accept the layoff and be placed on a recall list for the lesser of his length of seniority or twenty-four **(24)** months; or
- (b) displace an employee who has lesser bargaining unit seniority and who is the least senior employee in all lower or identical paying classification in the department if the employee originally subject to layoff can perform the duties of the lower or identical classification without training other than orientation. Such employee so displaced shall be laid off, subject to his rights under this section.



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

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

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

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

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

13.09 Grievances concerning lay-offs due to a reduction in the work force shall be initiated at **Step II** of the grievance procedure.

**ARTICLE 14 - TECHNOLOGICAL CHANGE**

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

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

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

- 14.02 Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees 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 newer method of operation. The employer will assume the cost of tuition and travel. There shall be no reduction in wages 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 15 - JOB POSTING, PROMOTION AND TRANSFER**

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

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

- a) illness;
- b) accident;
- c) leave of absence not expected to exceed six (6) months;
- d) vacation;
- e) specific **tasks** not expected to **exceed** six (6) months.

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

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

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

- 15.02 Notices of vacancies referred to in 15.01 shall include, for informational purposes: department, classification, qualifications.
- 15.03 A copy of the posted notice will be sent to the local President or his designate, with the aforementioned seven (7) calendar days.
- 15.04 The name of the successful applicant will be posted and a copy sent to the local President or his designate.
- 15.05 The Hospital agrees to discuss with unsuccessful applicants ways in which they can improve for future postings, if required.
- 15.06 In filling posted vacancies the selection shall be made based on skill, ability, experience, and relevant qualifications of the applicants. Where these factors are relatively equal, bargaining unit seniority shall be the governing factor.
- 15.07 In matters of promotion and staff transfer, a successful bargaining unit applicant shall be allowed a trial period of up to sixty (60) days worked during which the Hospital will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned by the Hospital, to the position formerly occupied, without loss of seniority. Should the employee return or be returned to his former job, the filling of subsequent vacancies will be reversed.
- 15.08 An employee who is promoted to a higher rated classification within the bargaining unit will be placed in the range of the higher rated classification so that he shall receive no less an increase in wage rate than the equivalent of one step in the wage rate of his previous classification (provided that he does not exceed the wage rate of the classification to which he has been promoted).
- The employee's anniversary date shall be adjusted.
- 15.09 An employee selected as a result of a posted vacancy need not be considered for a further vacancy for a period of up to twelve (12) months from his date of selection.

**ARTICLE 16 - LEAVES OF ABSENCE**

**NOTE:** Article 16 applies to Regular Part-Time Employees Only.

**16.01** Unpaid Personal Leave of Absence

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

**16.02** a) Local Union Business Leave

The Hospital agrees to grant leaves of absence without pay to local bargaining unit members for the purpose of attending Union seminars and/or attending to Union business. Not more than one (1) employee at any one time may be away to attend Union business. The request for leave will be made in writing at least one (1) month prior to its need and will state the purpose and term of the leave. The leave shall not exceed twenty (20) days per year per hospital.

b) Union Position Leave

When an employee is elected **as** the Union's President or First Vice-president (Provincially) the Union will immediately following such election advise the Employer of the **name** of the employee so elected. Leave of absence shall be granted from the employee's place of employment for the duration of the current term of office. The Union shall reimburse the Employer the amounts paid on behalf of the employee, including pay and benefits.

c) Where an individual of the bargaining units represented centrally by OPSEU is elected or appointed as an Executive Board Member, Executive Officer, or **member** of the Central Negotiating Committee, such individual shall be granted leave of absence for the **time** off required to exercise the duties of such appointment. The notice requirements to obtain such **time** off shall be governed in accordance with the Leave of Absence policy and procedure of the affected Hospital. Such positions shall be limited to two **(2)** members from a Hospital with no more than one individual from within a section/division within a **Department**

- d) For leaves of absence without pay for Union business under the terms of this Agreement, including unpaid leave for members of the Central Negotiating Team, the employee's salary and applicable benefits will be maintained by the Hospital and the Union will reimburse the Hospital for the cost of the salary and benefits. The Hospital will bill the Union and the Union will reimburse the Hospital within a reasonable period of time.

16.03 Bereavement Leave

Any employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for three consecutive calendar days off without loss of regular pay from regularly scheduled hours in conjunction with the day of the funeral of a **member** of his immediate family.

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

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

16.04 Jury and Witness Duty

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

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

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

## 16.05

Maternity Leave

- (a) Such leave of absence as provided under the Employment Standards legislation for pregnancy will be extended to an aggregate of six (6) months under the same conditions as provided in this agreement if such extension is requested prior to the commencement of the leave.
  
- (b) i) Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan, and retroactive to December **29, 1986**, an employee in a classification below the Registered Technologist I classification who is on maternity leave as provided under this agreement and who is in the receipt of Unemployment Insurance pregnancy benefits pursuant to Section 30 of the Unemployment Insurance Act, **1971**, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five per cent (75%) of her regular weekly earnings and the **sum** of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week unemployment insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.
  
- (b) ii) Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan, and retroactive to April **1, 1988**, an employee in the Registered Technologist I classification or above, who is on maternity leave as **provided** under this agreement and 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.

That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two (2) week unemployment insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits 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 worked prior to the commencement of the leave times her normal weekly hours.

- (c) An employee who has had one (1) calendar year of continuous service with the Hospital eleven (11) weeks prior to the expected date of delivery may request a maternity leave.

Such request shall be in writing and submitted to the Department Head at least one (1) month in advance of the commencement of the leave and shall be accompanied by a doctor's certificate which indicates the expected delivery date.

- (d) The employee will advise the Department Head in writing one (1) month prior to the expiry date of the leave of her intent to return to work. Upon return to work the employee will be returned to her former position, or a comparable position at the same rate of pay.

16.06 Transfer Of Pregnant Employees

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

16.07 Adoption Leave

Where an employee, with at least ten (10) months of seniority qualifies to adopt a child, such employee may be entitled to a leave of absence without pay for a period of up to six (6) months. Such employee shall advise the Hospital as far in advance as possible of their qualifying to adopt, and shall request the leave of absence in writing upon receipt of confirmation of the pending adoption. Such request for adoption leave shall not be unreasonably withheld.

16.08

Education Leave

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

16.09

Pre-Paid leave • Effective 1 April 1989(a) Purpose

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

(b) Application

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

## (c) The total number of employees that may be accepted into the pre-Paid Leave Plan in any one plan year as defined in Article 16.09 i) shall be fifteen (15). The maximum number from any one department shall be as outlined below: (This definition of departments is specific for the purpose of the Pre Paid Leave Plan and is without prejudice.)



DEPARTMENT	MAXIMUM NUMBER
Nuclear Medicine	1
Ultra <b>S</b> ound	1
CT <b>a</b> nd X-Ray	2
Haemato Pathology:	2
Haematology	
Blood <b>B</b> ank	
Immunology	
Cytogenetics	
Coagulation	
 chemistry:	 2
<b>C</b> hemistry	
Bio <b>C</b> hemical Genetics	
 Anatomic Pathology:	 2
Histopathology	
Cytology	
Autopsy	
Neuropathology	
Microbiology:	2
Microbiology	
<b>D</b> NA	
 All Other Departments	 3 (No more than one from any one area or service)

Notwithstanding the above, where approval of such numbers would create undue hardships to the department or the hospital, such numbers may be reduced or re-deployed accordingly. Where there are more applications **than** spaces allotted, seniority shall govern subject to **16.09 (b) above.**

(d) Nature of Final Agreement

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

- a) A statement that the employee is entering the plan in accordance with Article 16.09 of the Collective Agreement.
- b) The period of salary deferral and the period for which the leave is requested.
- c) The m e r in which the deferred salary is to be held.

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

(e) Deferral Plan

The deferral portion of the plan shall involve an employee spreading four (4) years' salary over a five (5) year period. During the four (4) years of salary deferral, twenty percent (20%) of the employee's gross annual **earnings** will be deducted and held for the employee. Such deferral salary will not be accessible to the employee until the year of the leave or upon the collapse of the plan.

(f) Deferred Earnings

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

Interest which is accumulated during each year of the deferral period shall be paid out to the employee in accordance with Part LXVIII of the Income Tax Regulations, Section 6301.

(g) Health and Welfare Benefits

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

(h) Seniority and Service

Applicable to Full-time only

(i) Assignment on Return

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

(j) Withdrawal Rights

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

ii) On Leaving Employment

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

Replacement \_\_\_\_\_ €

The Hospital will endeavour to find a temporary replacement for the employee, as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. If, after a period of postponement, a suitable temporary replacement cannot be found, the Hospital will have the option of considering a further postponement or of collapsing the plan. The employee, subject to such a postponement, will have the option of remaining in the plan and rearranging the leave at a mutually agreeable time, or of withdrawing from the plan as outlined in Article 16.09 (j).

(l) Plan Year

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

(m) Status of Replacement Employee

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

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

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

NOTE: Refer to the Letter of Understanding Appended to the Collective Agreement for further provisions relating to **Pre-Paid Leave Plan**.

**ARTICLE 17 - NOT APPLICABLE TO PART-TIME EMPLOYEES****ARTICLE 18 - HOURS OF WORK & OVERTIME**

- 18.01 The normal or standard work day shall be seven and one-half (7 1/2) hours per day and the normal or standard full-time work week shall be **an** average of thirty-seven and one-half (37 1/2) hours per week except in those Hospitals where agreements already provide a normal or standard work day of less than seven and one-half (7 1/2) hours and a normal or standard full-time work week of less than thirty-seven and one-half (37 1/2) hours. (Those Hospitals with the lesser required hours shall reflect in the salary rates a pro-rata lesser amount compared with salaries for other Hospitals based on the ratio that the standard or normal **hours** of work at the Hospital concerned are to thirty-seven **and** one-half (37 1/2) hours).
- Part-time employees shall be entitled to overtime **pay** at the rate of time and one-half (1 1/2) their regular straight time hourly rate for all **hours** worked in excess of the normal or **standard** work day or in excess of *the* normal or standard full-time **work week**.
- 18.02 Employees shall **be** entitled, subject to the exigencies of patient care, to relief **periods** during the shift on the basis of fifteen (15) minutes for **each** full half shift.
- 18.03 Overtime shall **be** defined **as being** all hours worked in **excess** of the normal or standard work day, or in excess of the normal or standard work week. The **overtime** rate shall **be** one and one-half (1 1/2) **times** the **regular** straight hourly rate of **pay**.
- 18.04 Overtime Accumulation - not applicable to part-time.
- 18.05 If an employee is authorized to work during the lunch break, due to the requirements of patient care, **he** will **be** paid his **regular straight time** hourly rate for all **hours worked**. Notwithstanding this provision, he will be paid time and one-half (1 1/2) his regular straight time hourly rate for all time **worked** in excess of the **normal** or standard work day.
- 18.06 **An** employee who continues to work more than two (2) hours of overtime immediately following his **scheduled** hours of work, shall be provided with a meal voucher valued at a maximum of four dollars (**\$4.00**) or four dollars (\$4.00) if the Hospital is unable to provide a **meal** voucher.
- 18.07 Failure to provide 19.5 hours between the commencement of an employee's scheduled shift and the commencement of such employee's next scheduled shift shall result in payment of one and one-half (1 1/2) times the employee's **regular** straight time hourly rate for only those hours which reduce the 19.5 hour period.

Where the 19.5 hour period is reduced **as** a result of an approved change of shift (s) requested by the employee (s), such premium payment shall not apply.

- 18.08 The hours of work shall be scheduled by the Employer. A standard shift will be seven and one-half (7 1/2) hours, exclusive of a one-half (1/2) hour lunch break. The regular hours of work for all employees shall not regularly exceed twenty-four (24) hours per week **except** in a case of emergency.
- 18.09 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.
- 18.10 Extra **hours** of work shall **be** distributed **equitably** amongst **part-time** employees who have indicated to management that **they** are available for such **hours**.
- 18.11 **The** Employer will provide four (4) weeks' advance notice of work schedules where practical. It is recognized, however, that not all work can be scheduled in advance. Where changes to the posted schedule are necessary these will **be** communicated directly to the employee concerned at the time the change is made.

#### **ARTICLE 19 - STANDBY**

- 19.01 **An** employee required to standby or remain available for call-back duty on *other* than regular scheduled hours shall **be** paid at the rate of two dollars and ten cents (\$2.10) **per** hour of **standby** time. Hours worked for **call-back** shall **be** deducted from **hours** for which the employee receives **standby** pay. However, **an** employee **shall be** entitled to a minimum of five dollars (\$5.00) for each eight hour period on standby even if called back to work.

#### **ARTICLE 20 - CALL BACK (Applies to Regular Part-time only)**

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

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

**ARTICLE 21 - SHIFT PREMIUM**

- 21.01 Employees shall be paid a shift premium of 45 (forty-five) cents per hour for each hour worked outside the normal hours of the day shift provided that such hours exceed two (2) hours if worked in conjunction with the day shift. Shift premium will not form part of the employee's straight time hourly rate.
- 21.02 Effective April 1, 1990, an employee shall be paid a weekend premium of forty-five cents (.45) per hour for each hour worked between 2400 hours Friday to 2400 hours Sunday or such other forty-eight (48) hour period that the Hospital may establish. If an employee is in receipt of premium payment pursuant to a local scheduling regulation with respect to consecutive weekends worked, he will not receive weekend premium under this provision.

**ARTICLE 22 - TRANSPORTATION ALLOWANCE**

- 22.01 Where an employee is required to travel to the Hospital or to return to his home as a result of his being called back to work outside of his regularly scheduled hours, the Hospital will pay transportation costs either by taxi or by his own vehicle at the rate of twenty-five cents per mile (.25) (to a maximum of \$10.00) or such greater amount that the Hospital may in its discretion determine for each trip. The employee will provide to the Hospital satisfactory proof of payment of such taxi fare.

**ARTICLE 23 - RESPONSIBILITY PAY**

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

**ARTICLE 24 - NO PYRAMIDING**

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

**ARTICLE 25 - PAID HOLIDAYS**

25.01 The collective agreement shall list eleven (11) holidays for purposes of payment for work performed on such holidays. Effective 1 April 1989, the collective agreement shall provide for twelve (12) paid holidays subject to the terms and conditions set out herein.

For the purposes of this agreement, the following shall be recognized as holidays:

New Year's Day	Civic Holiday
Heritage Day (3rd. Monday in February)	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Plus one (1) Floating Stat Holiday

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

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

25.04 Coverage for Christmas and New Years will be on a voluntary basis. If such volunteer list does not result in complete coverage, work will be assigned to remaining employees as required on an alternating basis.

**ARTICLE 26 - VACATIONS**

26.01 All regular part-time employees shall be entitled to vacation pay based upon the applicable percentage provided in accordance with the vacation entitlement of full-time employees of their gross salary for work performed in the preceding year. Equivalent **years** of service shall be **used** to determine vacation pay entitlement. Effective December 29, 1986, equivalent years of service shall be calculated on the basis of one (1) year of service for each 1725 hours worked.

All part-time employees shall receive vacation **pay** to be added to the employee's regular bi-weekly **pay cheque on the following basis:**

Registered Technologists and higher classifications shall receive vacation pay according to the following progression scale:

- i) **Up to three (3) years** of continuous service (1- 5175 hours worked) = six (6) percent of **gross** earnings.
- ii) At least **three (3) years**, but less than **seventeen years** of continuous service (5175 - 29,325 hours worked) = eight (8) percent of **gross** earnings.
- iii) **Seventeen (17) years** of continuous service or more (29, 325 or more hours worked) = ten (10) percent of gross earnings.

Employees below **the** Registered Technologist classification shall receive vacation pay according to the following progression scale:

- i) Up to two (2) years of continuous service (1- 3450 hours worked) = four (4) percent of gross earnings.
- ii) At least two (2) years, but less than eight (8) years of continuous service (3450 - 13,800) = six (6) percent of gross earnings.
- iii) At least eight (8) years, but **less** than seventeen years of continuous service (13,800 - 29,325) = eight (8) percent of gross earnings.
- iv) **Seventeen (17) years** of continuous service or more (29,325 or more hours worked) = ten (10) percent of **gross earnings**.

Effective in the vacation year where the date for determining vacation entitlement in the individual hospital falls on or after April 1, 1989, all employees shall receive five (5) weeks vacation after fifteen (15) years of continuous service (25,875 hours worked) and **six** (6) weeks vacation after twenty-five (25) years of continuous **service** (43,125 hours worked).

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

## 26.02 Pay on Termination

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



**ARTICLE 27 - BENEFITS FOR PART-TIME EMPLOYEES**

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

DIVISIBLE SURPLUS (Noted as 27:08 in Central draft Collective Agreement.

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

**ARTICLE 28 - MISCELLANEOUS**

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

28.02 Hepatitis B Vaccine

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

28.03 Professional Responsibility

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

28.04 Contacting Out

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

- 28.05 The cost of printing this Agreement in booklet form in numbers sufficient for distribution to each party, shall be borne equally by each party to the Agreement.
- 28.06 The Hospital shall supply a central pool of laundered lab coats and replenish as required.
- 28.07 All negotiation for the renewal of the agreement shall be subject to the conditions of the Ontario Labour Relations Act and any amendments thereto or successors thereof.

#### ARTICLE 29 - COMPENSATION

29.01 Next i

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

- 29.02 Claim for recent related experience, if any, shall be made in writing by the employee at the time of hiring on the application for employment form or otherwise. The employee shall cooperate with the Hospital by providing verification of previous experience. The Hospital will credit **the** employee with one (1) increment on the salary scale for every two (2) years of recent, related, full-time hospital experience, as determined by the Hospital, to a maximum of two (2) increment levels below the maximum of the salary scale.



For the purposes of this clause, part-time experience will be calculated on the **basis** of 1725 hours worked equalling one year of experience.

- 29.03 Effective ~~December~~ 29, 1986, part-time employees will accumulate service for purposes of progression on the salary grid, on the basis of one year of service for **each** 1725 **hours** worked.
- 29.04 The rates of pay in Schedule "A" attached hereto, which is hereby made a part of this agreement, are on an hourly basis.
- 29.05 A full-time employee who is transferred to a part-time position shall retain the current hourly rate providing it does not exceed the maximum of the part-time range for that classification.
- 29.06 Registration  
On presentation of proof of successful registration, an employee will be given Registered Technologist pay.

**ARTICLE 30 - SUPERIOR BENEFITS**

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

**ARTICLE 31 - DURATION AND RENEWAL**

- 31.01 This Agreement shall continue in effect until the 31st day of March, 1991 and shall continue automatically thereafter for ~~annual periods of one (1) year each unless either party notifies the other in writing that it intends to amend or terminate this Agreement in accordance with the following:~~
- 31.02 (a) In the event of the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, either party may give notice to the other of its desire to bargain for the renewal of this Agreement within 120 days prior to the termination date of this Agreement. Negotiations on local matters shall take place during the period from 120 to 60 days prior to the termination date of this Agreement. It is understood and agreed that "local matters" means those matters which have been determined by mutual agreement between the central negotiating committees representing each of the parties to this Agreement as being subjects for local bargaining directly between the parties to this Agreement.

It is also agreed that local bargaining shall be subject to **such** procedures **as** may be determined by mutual agreement between the central negotiating committees referred to above.

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

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

Proposals on central issues shall be exchanged by the central negotiating committees during the period from 150 to 120 days prior to the termination of this Agreement. Negotiations on central matters shall take place during the period commencing 90 **days** prior to the termination of this Agreement.

Dated at Kingston *this* \_\_\_\_\_ day of November 1988.

FOR THE HOSPITAL

FOR THE UNION

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**LETTER OF INTENT**

It is understood and agreed that a portion of the percentage in lieu provided for in Article 27.09 of the Collective Agreement is attributable to pensions. In the event that it is determined that legislation requires the Hospital to provide part-time employees with access to the pension plan, such access will be provided to all part-time employees. The reduction, if any, in the percentage in lieu will be negotiated by the parties.

**LETTER OF INTENT**

It is the intent of the Hospital that where a need exists for additional relief **hours**, no extra part-time staff will be hired where an existing part-time employee is, in the opinion of the Hospital, qualified and available to perform the full duties of the work required of the short term position.

**LETTER OF INTENT**

**TERMS OF REFERENCE - PHASE III**

That all Hospitals participating in central Bargaining for the 1988 round of negotiations be included in the Phase III study.

This study will include an examination of all positions not covered under Registered Technologist, Senior Technologist and Charge Technologist and, where indicated, the development of classifications and standardization of wages.

Union representatives on this Committee will be guaranteed sufficient time off **with** pay to participate on **this** Committee.

Phase III will be concluded by March 31, 1989. Should **no** agreement be reached on the classification levels, the wages, the differentials or the method of implementation, where such changes are indicated, the parties agree to refer these matters to arbitration.

Employees covered by Phase III **shall** receive a **4.5%** increase effective April 1, 1989. Employees shall **be** placed on the standardized wage grid effective 1 April 1989. All wage rates contained in the new wage grid shall be increased by **4.25%** effective April 1st 1989 and by a further 4.25% effective April 1, 1990.

**LETTER OF UNDERSTANDING  
BETWEEN  
KINGSTON GENERAL HOSPITAL  
AND  
ONTARIO PUBLIC SERVICE EMPLOYEES UNION, PART-TIME**

**SUBJECT:**

Method of application for entry into the Pre Paid Leave Plan.

**DETAIL:**

The plan year *is* from 1 September to 31 August.

**PROCEDURE:**

An employee may ~~make~~ written application to the Director of ~~Human~~ Resources up until 30 of June of each year. The application may be for the current year or for a year in the future. The anniversary for the plan is 1 September and entry will normally be on that date.

**SELECTION:**

A committee consisting of two (2) ~~members~~ of the union and two (2) members of management and chaired by the Director of Human Resources or designate, shall be selected annually through the process of a labour management meeting.

The mandate of the committee will be to review the applications in hand and to select those applications that will be recommended for entry into the plan in accordance with the provisions of the Collective Agreement. The committee remains bound by the provision of the Letter of Agreement between the parties on the Pre Paid Leave Plan.

Dated at Kingston this 10 day of November 1988.

FOR THE HOSPITAL

FOR THE UNION

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**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**KINGSTON GENERAL HOSPITAL**

**AND**

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION**

**LOCAL 442, 450 & PART-TIME**

In accordance with provisions in the Collective Agreements effective 1 April 1988, **it is hereby agreed** that **terms and conditions** of employment for part-time employees assigned temporarily to full-time hours of work, will be as follows:

- Such **part-time** employees will retain their part-time **status** and all terms and conditions as outlined in the **part-time** Collective Agreement.

Dated at Kingston this \_\_\_\_\_ day of \_\_\_\_\_ 1988.

**FOR THE HOSPITAL**

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**FOR THE UNION**

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