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COLLECTIVE AGREEMENT

BETWEEN:

**KINGSTON GENERAL HOSPITAL
(hereinafter referred to as "the Hospital")**

-and-

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION, Local 442
(hereinafter referred to as "the Union")**

EXPIRY: March 31, 1999

08489(04)

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ARTICLE 1 – PURPOSE

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

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

ARTICLE 2 - DEFINITIONS

2.01 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.

ARTICLE 3 - NO DISCRIMINATION OR HARASSMENT

3.01 The Hospital and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practised 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.

3.02 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.

3.03 Every employee who is covered by this agreement has a right to freedom from harassment in the workplace in accordance with the Ontario Human Rights Code.

ARTICLE 4 - NO STRIKE/NO LOCKOUT

- 4.01 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 5 - UNION SECURITY (Dues Deduction)

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

ARTICLE 6 - REPRESENTATION AND COMMITTEES

6.01 Union Stewards

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

Union stewards have their regular duties and responsibilities to perform for the Hospital and shall not leave their regular duties without first obtaining permission from their immediate supervisor. Such permission shall not be unreasonably withheld. If, in the performance of his grievance duties, a union steward is required to enter an area within the Hospital in which he is not ordinarily employed, he shall report his presence to the supervisor in the area immediately upon entering it. When resuming his regular duties and responsibilities, such steward shall again report to his immediate supervisor.

A union steward shall suffer no loss of earnings for time spent in performing the above duties during his regular scheduled working hours.

The number of stewards, the areas which they represent, are to be determined locally and will be set out in the Local Provisions Appendix.

6.02 Grievance Committee

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

The number of employees on the grievance committee shall be determined locally and shall be set in the Local Provisions Appendix.

6.03 Labour-Management i

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

Where a Hospital has two or more agreements with OPSEU, then a joint committee **shall** represent all units unless otherwise agreed.

- (b) In the event of reorganization or restructuring of the Hospital, which will have potential adverse effects upon employees in the bargaining unit, the parties agree that they will discuss possible ways and means of avoiding or minimizing the impact, including:
- identifying and proposing possible alternatives to any action that the Hospital may propose taking;
 - identifying and seeking ways to address on-the-job retraining needs **of** employees;
 - identifying vacant positions within the Hospital for which surplus members of the bargaining unit might qualify, or such positions which are currently **filled but** which are expected to become vacant within a twelve (12) month period.

To allow the Labour Management Committee to carry out its mandated role under this Article (6.03 (b)), the Hospital will provide the Committee **with** pertinent financial and staffing information and with a copy of **any** reorganization plans which impact on the bargaining unit.

(c) 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.

6.04 (a) Negotiating Committee

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

The number of members on the negotiating committee shall be determined locally and will be set out in the Local Provisions Appendix.

(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.

6.05 List of Union Representatives

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

6.06 New Employee Interview

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

ARTICLE 7 - ACCIDENT PREVENTION- HEALTH & SAFETY COMMITTEE

- 7.01 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.
- 7.02 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.
- 7.03 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.
- 7.04 The Hospital **agrees to** co-operate reasonably in providing necessary information to enable the Committee to fulfil its functions.
- 7.05 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.
- 7.06 Any representative appointed or selected in accordance with 7.02 hereof, **shall** serve for a term of least one (1) calendar year from the date of appointment. Time off for such **representative(s)** to attend meetings of the Accident Prevention- Health and Safety Committee in accordance with the foregoing, **shall be** granted.

"A member of **a** committee is entitled to,

- (a) **one** hour or such 'longer period of time as the committee determines is necessary to prepare for **each** committee meeting;

- (b) **such** time as is necessary to attend meetings of the committee; and
- (c) **such** time as is necessary to carry out [inspections and investigations under subsection 9 (26), 9 (27), and 9 (31) of the Act.]" ref: **Occupational Health and Safety Act**, Sec. 9 (34)

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

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

7.08 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.

ARTICLE 8 - GRIEVANCE & ARBITRATION PROCEDURE

8.01 Employees shall have the right, upon request, to the presence of a Union Steward at any stage of the grievance procedure, including the complaint stage, or at any time when formal discipline is imposed. Where the hospital deems it necessary to **suspend** or discharge an employee, the hospital shall notify the union, in writing, of such suspension or discharge.

8.02 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.

8.03 It is the mutual desire of the parties hereto that complaints shall **be** adjusted as quickly **as** possible, and it is understood that an employee has no grievance until he **has** first given his immediate supervisor the opportunity of adjusting his complaint, Such **complaint** shall **be** discussed with his immediate supervisor within seven (7) calendar days from the event giving rise to the grievance, or from when the employee **should** have reasonably become aware of the event giving rise to the grievance and, failing settlement within seven (7) calendar days, it shall then **be** taken up **as** a grievance within the seven (7) calendar days following his immediate supervisor's decision in the following manner and sequence:

Step No. 1

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

Step No. 2

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

Step No. 3

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

8.04

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.

8.05 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.

8.06 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.

8.07 The Hospital agrees that it will not discipline an employee without just cause.

8.08 Failing settlement under the foregoing procedure, any grievance, including a question as to whether the grievance is arbitrable, may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within fourteen (14) calendar days after the decision under Step No. 3 is given, the grievance shall be deemed to have been abandoned.

8.09 All agreements reached under the grievance procedure between the representatives of the Hospital, the representatives of the Union and the grievor(s) will be final and binding upon the Hospital, the Union, and the employee(s).

- 8.10 When either party requests that any matter be **submitted** to arbitration **as** provided in this Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time appoint a nominee. Within seven (7) calendar days thereafter, the other party shall appoint **its** nominee, provided however, that if such party fails to appoint its nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to make such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to agree upon a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of fourteen **(14)** calendar **days**, they shall then request the Minister of Labour for the Province of Ontario to appoint **a** chairman.
- 8.11 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 8.12 **No matter** may **be** submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 8.13 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend **any part of** this Agreement.
- 8.14 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority, and where there is no majority, the decision of the chairman will **be** final and binding upon the parties hereto and the employee or employees concerned.
- 8.15 Each of the parties hereto **will** bear the expense of the nominee appointed **by** it and the parties will share equally the fees and expenses, if any, of the chairman of the Arbitration Board.
- 8.16 The time limits set out **in** this Article are mandatory and failure to comply strictly with such time limits, except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned.
- 8.17 Wherever arbitration board is referred to in the agreement, the parties may mutually agree in writing to substitute a single arbitrator for the arbitration board at the time of reference to arbitration and the other provisions referring to arbitration board shall appropriately apply.

ARTICLE 9 - LETTERS OF REPRIMAND AND ACCESS TO FILES

- 9.01 Any letter of reprimand or suspension will **be** removed from the record of an employee eighteen (18) months following the receipt **by the** employee of such letter or suspension provided that the employee's record has been discipline free for such eighteen (18) month period.
- 9.02 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 10 - SENIORITY AND SERVICE

- 10.01 Newly hired employees shall be considered to be on probation for a period of sixty (60) tours worked from date of last hire (**450** hours of work for employees whose regular hours of work are other than the standard work day). If retained after the probationary period, the employee shall be credited with seniority from date of last hire. With the written consent of the Hospital, the probationary employee and the President of the Local Union or his designate, such probationary period may be extended.
- It is understood and agreed that any extension to **the** probationary period will not exceed **an** additional **sixty** (60) tours (450 hours of **work** for employees whose regular hours of work are other than the standard work day) worked or such lesser period as may be agreed by the parties. The release of a probationary employee shall not be the subject of a grievance or arbitration.
- 10.02 **A** seniority list will be maintained for each department. The Hospital shall post **such** list and provide the Union with **a** copy, indicating bargaining unit seniority, twice per year.
- 10.03 (a) Not applicable to full-time.
- 10.03 (b) Full-time employees will accumulate seniority on the basis of their continuous service in the bargaining unit from the **last date** of hire, except as otherwise **provided** in the collective agreement or previous collective agreements. (The foregoing is for clarity only and therefore does not modify an employee's level of seniority under this collective agreement or previous collective agreements.)

10.04 Seniority shall be retained by an employee in the event he *is* transferred from full-time to part-time or vice versa. For the purposes of the application of seniority under the agreement but not for the purposes of service under any provisions of the agreement, an employee **whose status** is changed from full-time to part-time shall receive credit for **his** seniority on the basis of 1650 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 1650 hours worked. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer.

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

10.05 (a) Effect of Absence

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

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

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

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

- (ii) Notwithstanding Article 10.05 (a) (i), service and seniority will accrue for a maximum period of seventeen (17) weeks if an employee's absence is due to a pregnancy leave, and for a maximum period of eighteen (18) weeks if an employee's **absence is** due to a parental leave. In addition, the Hospital will continue to pay its share of the premiums of the subsidized employee benefits in which the employee is participating for up to seventeen (17) weeks from the commencement of the leave while the employee is on pregnancy leave, and for up to eighteen (18) weeks from the commencement of the leave while the employee is on parental leave, unless the employee does not intend to pay her contributions.
- (b) The Hospital agrees to provide, in response to an employee's request, his service and/or anniversary date.
- 10.06 For purposes of layoff and recall, seniority shall operate on a department-wide basis, i.e., laboratory, radiology or such other departments which exist in the individual hospitals where the employees are covered by this Agreement.
- 10.07 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.
- 10.08 An employee **who is** transferred to a position **outside** the bargaining unit **for**:
- (a) a period of less than eighteen (18) months or such longer period as the parties may agree upon or;
- (b) a specific term of appointment, including temporarily replacing an employee outside the bargaining unit shall retain but not accumulate seniority held at the time of transfer. In the event the employee **is** returned to a position in the bargaining unit within the time periods noted in (a) or (b) above he shall be credited with the seniority held at the time of transfer and shall resume accumulation from the date of his return to the bargaining unit.
- 10.09 An employee shall lose all service and seniority and shall be deemed to have terminated if he:
- (a) leaves of his own accord;
- (b) is discharged and the discharge is not reversed through the grievance or arbitration procedure;
- (c) has been laid off without recall pursuant to Article 11.06 for twenty-four (24) months.

- (d) is absent from scheduled work for a period of three (3) or more consecutive working **days**, without notifying the Hospital of such absence and providing a reason satisfactory to the Hospital;
- (e) fails to return to work (subject to the provisions of (d)) upon termination of an authorized leave of absence without satisfactory reason or utilizes a leave of absence, without permission, for purposes other than that for which the leave was granted;
- (f) fails **upon** being notified of a recall to signify his intention to return within five **(5)** calendar days after he has received the notice of recall mailed by registered mail to the last known address according to the records of the Hospital and fails to report to work within ten (10) calendar days after he has received the notice of recall or such further **period of** time as may be agreed upon **by** the parties;
- (g) is absent due to illness or disability for a period of thirty (30) months, unless he has less than **six** (6) months' service at the time the illness or disability commenced and **is** not eligible for long-term disability benefits. If the employee has less than six months' service at the time the illness or disability commenced and is not eligible for long-term disability benefits, this provision will apply after an absence equal to his length of service at the time the absence commenced.

ARTICLE 1 ■- LAYOFF AND RECALL

- 11.01 In **the** event of a proposed layoff at the Hospital of a permanent or long term (in excess of 13 weeks) nature, the Hospital **will**:
- (a) provide the Union with **no** less than 30 calendar **days'** notice of long-term layoffs and no **less** than 5 months' notice of permanent layoff;
 - (b) meet with the Union through the Labour Management Committee to review the following:
 - (i) the reason causing the layoff
 - (ii) **the** service the Hospital will undertake after the **layoff**
 - (iii) the method of implementation including the areas of cut-back and employees to **be** laid off
 - (iv) ways the Hospital can **assist** employees *to* find alternate employment.

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

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

NOTE: For purposes of layoff under Article 11, the clinical laboratory department would include the sub-disciplines of laboratory medicine. For purposes of layoff under this Article, a discipline is a service function within a department.

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

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

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

- (a) accept the layoff and be placed on a recall list for twenty-four (24) months; or

- (b) displace an employee within her classification who has lesser bargaining unit seniority and who is the least senior employee within her classification, if the employee originally subject to layoff can perform the duties of the least senior **in** her classification in her discipline without training or orientation.
 - (c) If the employee cannot displace an employee in (b), the employee may displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in her discipline, if the employee originally subject to layoff can perform the duties of the least senior employee in a lower or identical paying classification in her discipline without training or orientation.
- 11.04 (3) Where an employee has her shift cancelled, the employee shall not be entitled to displace another employee.
- 11.05 **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.
- 11.06 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.
- 11.07 **An** employee recalled to work in a different classification from which he **was** laid off, or an employee who **has** displaced an employee **in** a lower classification shall be entitled to return to the position he held prior to the layoff **should** it become vacant within twenty-four **(24)** months of the layoff, provided that the employee remains qualified and able to perform the **duties** of **his** former position.

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

- 11.08 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.
- ~ 11.09 Where there *is* an available opening which has not been **filled** in accordance with Article 11.06, an employee who has either accepted **a** layoff or is under notice of **layoff** and is unable to displace any other employee will be given an opportunity for on-the-job retraining of **up** to **6** months, subject to the staffing requirements of the hospital, if, with the benefit of such retraining, the employee **could** reasonably be expected to obtain the qualifications and ability to **perform** the **work**, Such opportunities will be provided in order of seniority. During the period **of** on-the-job retraining the recall period will continue to apply from the original date of layoff. If, following the period of on-the-job retraining the employee has not obtained the qualifications and ability to perform the work, the employee will be returned **to** the recall list or will be terminated in accordance with Article 10.09 (c).
- 11.10 In the event that an **employee** who **has** been laid off and is placed on a recall list is assigned, by the Hospital, ad hoc shifts or to a temporary vacancy, she will retain, **but** not accumulate her seniority and service held at the time *of* layoff. Employees in such assignments **will** be treated as part-time. Where an employee is recalled pursuant to Article 11.06, she will receive credit for service and seniority for shifts worked under this provision. Any assignments under this provision will **be** offered on a voluntary basis.

ARTICLE 12 - TECHNOLOGICAL CHANGE

- 12.01 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.

- 12.02 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 previous educational **background**, during which they may perfect or acquire the skills necessitated by the newer method of operation. The employer will assume the cost **of** tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such **employee**. Training shall **be** given during the hours of work whenever possible and may extend for up to six months.

ARTICLE 13 - JOB POSTING, PROMOTION **AND** TRANSFER

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

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

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

In filling such temporary vacancies the Hospital shall consider employees who have expressed an interest, in writing, in filling such vacancies, on the basis *of* the selection criteria as set out in Article 13.06.

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.

13.02 Notices of vacancies referred to in 13.01 shall include, for informational purposes: department, classification, qualifications.

13.03 A copy of the posted notice will be sent to the local President or his designate, within the aforementioned seven (7) calendar days.

13.04 The name of the successful applicant will be posted and a copy sent to the local President or his designate.

13.05 The Hospital agrees to discuss with unsuccessful applicants ways in which they can improve for future postings, if requested.

13.06 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.

13.07 In matters of promotion and staff transfer, a successful bargaining unit applicant shall be allowed a trial period of up to sixty (60) days (450 hours for employees whose regular hours of work are other than the standard work day) worked during which the Hospital will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned by the Hospital, to the position formerly occupied, without loss of seniority. Should the employee return or be returned to his former job, the filling of subsequent vacancies will be reversed.

13.08 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.

- 13.09 An employee selected as a result of a posted vacancy need not be considered for a further vacancy for a **period** of up to six (6) months from his date of selection.
- 13.10 Where there are no successful applicants from within the bargaining unit for posted vacant positions, employees in other **OPSEU** Paramedical bargaining units at the Hospital will be considered for such staff transfers or promotions prior to considering persons outside **OPSEU** Paramedical bargaining units at the Hospital. The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with **Article 13**, and selection shall be made in accordance with Article 13.06. All provisions of Article 13 will apply to employees selected in accordance with this provision.

ARTICLE 14 - LEAVES OF ABSENCE

NOTE: The provisions of **Article 14**, Leaves of Absence, apply to full-time and regular part-time employees but do not **apply** to casual part-time employees.

14.01 Personal Leave

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.

14.02 Union Business Leave

(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. The cumulative total leave of absence will be determined locally, **but** shall not exceed forty **(40)** days per year per **hospital**.

The amount of notice required **and** the number of employees who may be absent **at any one time** and from any one area shall **be determined** locally and will be set out in the Local Provisions Appendix.

(b) Union Position Leave - F.T.

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

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

(d) For leaves of absence without pay for Union business under the terms of this Agreement, including unpaid leave for members of the Central Negotiating Team, the employee's salary and applicable benefits will be maintained by the Hospital and the Union will reimburse the Hospital for the cost of salary and benefits. The Hospital will bill the Union and the Union will reimburse the Hospital within a reasonable period of time. In addition, there shall be no loss of seniority during such leaves of absence.

14.03 Bereavement Leave

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

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

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

14.04 Jury and Witness Duty

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

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

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

14.05 (a) Pregnancy Leave

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

- (ii) Effective on confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan, and retroactive to date of confirmation by the Employment Insurance Commission, an employee who is on pregnancy leave as provided under this agreement and who is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the Employment Insurance Act, 1996, 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 Employment Insurance pregnancy benefits during her leave and any other earnings. Such payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits, for a maximum period of 15 weeks for a pregnancy leave. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

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

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

(iii) 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.

(b) Parental Leave

- (i) Parental leaves will **be** granted in accordance with the provisions of the Employment Standards **Act**, except where amended in **this** agreement.
- (ii) Effective on confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan, and retroactive to date of confirmation by the Employment Insurance Commission, an employee who is **on** parental leave **as** provided under this agreement and who is in receipt **of** Employment Insurance parental benefits pursuant to Section **23** of the Employment Insurance **Act**, **1996**, 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 Employment Insurance parental benefits during her leave **and** any other earnings. Such payment shall commence following completion of the **two** week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she **is** in receipt of Employment Insurance parental benefits, **and** shall continue while the employee **is** in receipt of such benefits, for **a** maximum period of ten (10) weeks for **a** parental leave. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of **the** parental leave **times** her normal weekly hours.

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

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

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

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

14.06 Education Leave

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

14.07 Pre-Paid leave

(For details on Pre-Paid Leave see Article 26.04)

ARTICLE 15 - SICK LEAVE AND LONG-TERM DISABILITY

15.01 The Hospital shall provide a short-term sick leave plan at least equivalent to that described in the 1992 Hospitals of Ontario Disability Income Plan (HOODIP) brochure.

Copies of the HOODIP brochure will be made available to employees upon request.

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

15.03 The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two days of the fourth and subsequent period of absence in any calendar year.

15.04 Notwithstanding the provisions of the HOODIP plan and Article 15.03, employees with four or more years of service will be paid 90% of earnings from the first day of the third and subsequent period of absence in any calendar year.

- 15.05 Any dispute which may arise concerning an employee's entitlement to short-term or long-term benefits under HOODIP may be **subject** to grievance and arbitration under the provisions of this Agreement.
- 15.06 An employee who is absent from **work** as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Worker's Compensation for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit the employee would receive from Workers' Compensation if the employee's claim was approved, or the benefit to which the employee **would** be entitled under the short term sick portion of the disability income plan (HOODIP or equivalent plan). Payment will be provided only if the employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will **be** refunded to the Hospital following final determination of the claim **by** The Workers' Compensation Board. If the claim for Workers' Compensation **is** not approved, the monies paid as an advance will **be** applied towards the benefits to which **the** employee would be entitled under the short term portion of the disability income plan, Any payment under this provision **will** continue for a maximum **of** fifteen **(15)** weeks.
- 15.07 Sick leave **banks** standing to the credit of **an employee** shall **be** utilized to supplement payment for sick leave days which would otherwise be paid at **less** than full wages, or for **sick** leave days at no wages.
- 15.08 **Pay** out of sick leave credits shall be made on termination of employment or, in the case of death, to the employee's estate. The amount of the payment shall be a **cash** settlement at the employee's then current salary rate for any unused sick credits to the maximum provided under the previous accumulating sick leave credit plan.
- 15.09 Where an employee, employed **as of** the effective date of the transfer to HOODIP or equivalent, did not have **the** required service to qualify for **pay** out on termination, he shall **be** entitled to the same **pay out** provisions as **set** out in Article 15.06 above, providing he subsequently achieves the necessary service to qualify for pay out under those provisions.

- 15.10 Where an employee, with accumulated sick leave credits remaining, is prevented from working for the Hospital because of an occupational illness or accident that ~~is~~ recognized by the Workers' Compensation Board as compensable within the meaning of the Workers' Compensation Act the Hospital, on application from the employee, will supplement the award made by the Workers' Compensation Board for **loss** of wages to the employee by such amount that the award of the Workers' Compensation Board for **loss** of wages, together with the supplementation of the Hospital, will equal one hundred percent (100%) of the employee's net earnings to the limit of **the** employee's accumulated sick leave credits. Employees may utilize such ~~sick~~ leave credits while awaiting approval of a claim for Workers' Compensation.

ARTICLE 16 - HOURS OF WORK & OVERTIME

16.01 (a) Work Week and Work Day

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

The length of time **over** which the hours of work **per** week **are** to be averaged shall be determined locally and shall be set out in the Local Provisions Appendix.

- (b) Not to applicable full-time.
- (c) Where the Hospital and the Union agree, subject to the approval of the Ministry of Labour, other arrangements regarding hours of work may be entered *into* between parties on a local level with respect to tours beyond the normal or standard work day in accordance with the provisions set out **in** Article 25.01 of the collective agreement.

16.02 Rest Periods

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

16.03 Overtime Definition

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

16.04 Overtime/Call Back Accumulation

Where an employee has worked and **accumulated** approved overtime hours (other than overtime hours related to paid holidays) or has accumulated hours for Call Back **up** to a maximum, then such employee shall have the option of electing payment at the applicable overtime rate or time off equivalent to the applicable overtime rate (i.e. where applicable rate **is** one and one-half times; then time off shall be at one and one-half times). Where an employee **chooses** the latter option, such time *off* must **be** taken within the period set out in the Local Provisions Appendix, or payment in accordance with the former option shall be made. Further, **such** time off must be taken at a time mutually agreeable to the Hospital and employee.

The maximum for purposes of **overtime/call** back accumulation and the scheduling of time off shall be **determined** locally and shall **be set** out *in* the Local Provisions Appendix.

16.05 Missed Meal Breaks

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

ARTICLE 17 - Premium Payments and Transportation/Meal Allowance

17.01 Standby

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

17.02 Call back

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

17.03 Shift Premium

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

17.04 Weekend Premium

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

17.05 Meal Allowance

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.

17.06 Transportation Allowance

When an employee **is** required to travel to the Hospital, or to return to his home, **as** a result **of** being called back to work outside of his regularly scheduled hours, the Hospital will pay transportation costs either by taxi or **by** his **own** vehicle at the rate of (amounts to **be** determined locally and will be set out in the Local Provisions Appendix) 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.

17.07 Responsibility Pay

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.

17.08 Time ~~Off~~ Between Shifts

Failure to provide **the** minimum number of 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 minimum hour period.

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

The minimum number of hours for **purposes** of this Article shall **be** determined locally and will **be** set out in the Local Provisions Appendix.

17.09 Change of Schedule

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

17.10 No Pyramiding

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 18 - PAID HOLIDAYS

18.01 The collective agreements shall provide twelve **(12)** paid holidays with appropriate payment to all employees who have completed twenty (20) days worked with the employer, provided that he fulfils the qualifying conditions, if any, set out in the respective collective agreements. It is understood that the list of paid holidays may include a combination of designated and non-designated days such as float days, anniversary days, and birthdays.

18.02 **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 18.03. In addition, he will receive a lieu day off with pay in the amount **of** his regular straight time hourly rate of pay times seven and one-half (7 1/2) hours, except in those hospitals which have a standard work day of **less** than seven and one-half (7 1/2) hours *in which case* holiday pay will be based on the standard daily hours in that hospital. The scheduling of lieu days shall be determined focally and shall be set *out* in the Appendix of Local Provisions.

18.03 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.

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

ARTICLE 19 - VACATIONS

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

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

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

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

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

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

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

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

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

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

ARTICLE 20 - HEALTH AND WELFARE BENEFITS

20.01 The Hospital agrees to contribute towards the premium coverage of participating eligible employees in the active employ of the Hospital under the insurance plans as set out in Article 20.01 subject to their respective terms and conditions including any enrolment requirements. For newly hired employees, coverage as set out in Article 20.01 shall be effective the first billing date in the month following the month in which the employee was first employed subject to any enrollment or other requirements of the Plan. In no instance shall the first billing date for an employee occur later than the first day of the fourth full month following the month in which the newly-hired employee was first employed:

(a) Semi-Private Hospital Insurance

The Hospital agrees to pay seventy-five (75%) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Liberty Health Plan or comparable coverage with another carrier.

(b) Extended Health Care

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

(c) Dental

The Hospital agrees to contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible employees in the active employ of the hospital under the Liberty Health Dental Plan #9 (or its equivalent) based on the current ODA fee schedule provided the balance of the monthly premiums are paid by the participating employees through payroll deduction. Employees will be enrolled in the existing Plan in accordance with the terms and conditions of the Plan. The Plan shall provide for recall oral examination to be covered once every 9 months.

(d) Group Life Insurance

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

20.02 Change of Carrier

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

20.03 Pension

All present employees enrolled in the Hospital's Pension Plan shall maintain their enrollment in the Plan subject to its terms ~~and~~ conditions. New employees and employees employed but not yet eligible for membership in the Plan shall, as a condition of employment, enroll in the Plan when eligible in accordance with its ~~terms~~ and conditions.

20.04 Divisible Surplus

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

ARTICLE 21-MODIFIED WORK21.01 Modified Work

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

ARTICLE 22-CONTRACTING OUT

22.01 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.

ARTICLE 23 -WORK OF THE BARGAINING UNIT

23.01 Supervisors or Managers excluded from the bargaining unit shall not perform duties normally performed by members in the bargaining unit which shall directly cause or result in the layoff, loss of seniority or service or reduction in benefits to members in the bargaining unit.

ARTICLE 24 - COMPENSATION

24.01 When a new classification in the bargaining unit is established by the Hospital, or the Hospital makes a substantial change in the job content of an existing classification, the Hospital shall advise the Union of such new or substantially changed classification and the rate of pay which is established.

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

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

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

ARTICLE 25 - SUPERIOR BENEFITS

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

ARTICLE 26 - MODEL SCHEDULING AGREEMENTS and PRE-PAID LEAVE

26.01 Extended Tours

Where the Hospital and the Union **agree, subject** to the approval of the Ministry of Labour, other arrangements regarding hours of work may be entered into between the parties on a local level with respect to tours beyond the normal or standard work day. The model agreement with respect to extended tour arrangements is set out below:

MODEL AGREEMENT WITH RESPECT TO EXTENDED TOUR ARRANGEMENTS

MEMORANDUM OF AGREEMENT

Between: The Hospital-

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

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

Article 1 - Work Unit and Employees Covered

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

Article 2 - Hours of Work

- 2.1 The normal or standard extended work day shall be ___ hours per **day**.
- 2.2 (Detailed description with an attached schedule where appropriate.)
- 2.3 Failure to provide (___) hours between the commencement of an employee's scheduled shift and the commencement of such employee's next scheduled shift shall result in payment of one and one-half (**1 1/2**) **times** the **employee's** regular straight time hourly rate for only those hours which reduce the (___) hour period.

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

Article 3 - Overtime

- 3.01 Overtime shall be defined as being all hours worked in excess of the normal or standard extended work day, as set out in Article 2.1 of the Model Agreement or in **excess of** the normal or standard work **week as** set out in Article 16.01 of the collective agreement.
- 3.02 For purposes of overtime the hours of work per week shall be averaged over ___ **weeks**.

Article 4 - Rest Periods

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

Article 5 - Meal Periods

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

Article 6 - Sick Leave and Long-Term Disability

(Applicable to Full-Time Employees Only)

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

Article 7 - Paid Holidays (Applicable to Full-Time Employees Only)

7.01 Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times the number of hours for a normal or standard work day as set out in Article 16.01 (a).

7.02 An employee required to work on any of the designated holidays listed in the collective agreement shall be paid at the rate of time and one-half (1 1/2) his regular straight time rate of pay for all hours worked on such holiday, subject to Article 18.03. In addition, he will receive a lieu day off with pay in the amount of his regular straight time hourly rate of pay times seven and one-half (7 1/2) hours, except in those hospitals which have a standard work day of less than seven and one-half (7 1/2) hours in which case holiday pay will be based on the standard daily hours in that hospital.

Article 8 - Vacation

8.01 Vacation entitlement as set out in Article 19.01 (a) will be converted to hours on the basis of the employee's normal work week.

Article 9 - Local Provisions

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

Term

This Agreement shall be (Specify Term).

Either party may, on written notice of (days, weeks) to the other party, terminate this Agreement notwithstanding the above specified term.

Dated this ___ day of _____, 19__.

For the Union

For the Hospital

26.02 Innovative/Flexible Scheduling

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

MODEL AGREEMENT WITH RESPECT TO INNOVATIVE
SCHEDULING/FLEXIBLE SCHEDULING

MEMORANDUM OF AGREEMENT

Between: The Hospital-

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

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

Article 1 - Work Unit and Employees Covered

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

Article 2 - Hours of Work

(Scheduling arrangement to **be** set out in this Article.)

Article 3 - Agreed Variation From the Collective Agreement

(Collective Agreement provisions to be varied.)

Article 4 - Rest Periods

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

Article 5 - Meal Periods

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

Article 6 - Local Provisions

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

Term

This Agreement shall be (Specify Term).

Either party may, on written notice of (days, weeks) to the other party, terminate this Agreement notwithstanding the above specified term.

Dated this ___ day of _____, 19__.

For the Union

For the Hospital

26.03 Job Sharing Arrangements

Where the Hospital and the Union agree, job sharing arrangements **may** be entered into between the parties on a local level. Job sharing is defined as an arrangement whereby *two* employees **share** the hours of work of one full-time position on a **50/50 basis**. Subject to the provisions of Article 11, the position involved in the job sharing arrangement will **be** maintained as a full-time position in the Hospital's staffing complement.

The model agreement with respect to **job** sharing is set out below:

MODEL AGREEMENT WITH RESPECT TO JOB SHARING

MEMORANDUM **OF** AGREEMENT

Between: **The Hospital -**

And: The Ontario Public Service Employees Union
{and its Local }

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

Article 1 - Work Unit and Employees Covered

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

Article 2 - Hours of Work

(Scheduling and coverage arrangements to be set out in this **Article**.)

Article 3 - Status of Employees

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

Article 4 - Introduction

(Introduction provisions to be set out in this **Article**.)

Article 5 - Discontinuance

(Discontinuance provisions to be set out in this **Article**. In preparing discontinuance language, the parties shall make provisions for a full-time employee who has transferred to a regular part-time position as part of a job sharing arrangement to have the first option of returning to that full-time position on the collapse of the arrangement.)

Dated this ____ day of _____, 19__.

FOR THE UNION

FOR THE HOSPITAL

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

26.04 Pre-Paid Leave (Effective Date: April 1, 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/Personnel, at least **six** (6) months prior to the intended commencement date of the **salary** deferral portion of the Pre-Paid Leave Plan. Such application will outline the reason the leave is being requested.

Priority will be given to applicants intending to **use** the leave to pursue formal education related to their profession. **As** between two (2) or more candidates, from the **same** department, with the same intended purpose seniority shall govern. The employee **will** be informed of the disposition of his application as **soon** as is reasonably possible after the closing date for applications.

- (c) The total number of employees that may be accepted into the Pre-Paid Leave Plan in any one plan year as defined in Article 14.07(l) **and** from **any** one department shall **be** (number subject to local negotiations). Where there are more applications than spaces allotted, seniority shall govern subject to 14.07 (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 14.07 of the Collective Agreement.
- (b) The period of salary deferral and the period for which the leave is requested.
- (c) The manner in which the deferred salary **is** to be held.

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

(e) Deferral Plan

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

In the case of another mutually agreed upon deferral schedule, the percentage of salary deferred shall be adjusted appropriately.

(f) Deferred Earnings

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

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

(g) Health and Welfare Benefits

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

Full-Time Employees Only

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

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

(h) Seniority and ServiceFull-Time Only

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

(i) Assignment on Return

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

(j) Withdrawal Rights

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

(ii) On Leaving Employment

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

(k) Replacement Employees

The Hospital will endeavour to find a temporary replacement for the employee, as **far** in advance **as** practicable. If **the** Hospital **is** unable **to find a** suitable replacement, it may postpone **the** leave. If, **after a** period of postponement, **a** suitable temporary replacement cannot be found, the Hospital will have the option of considering a further postponement or of collapsing the plan. The employee, subject to such **a** postponement, **will** have the option of remaining in **the** plan **and** rearranging the leave at a mutually agreeable time, or of withdrawing from the plan **as** outlined in Article 26.04 (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.

DURATION AND RENEWAL

- .01 This Agreement shall continue in effect until the 31st day of March, 1999 and shall continue automatically thereafter for annual periods of one year each unless either party notifies the other in writing that it intends to amend or terminate this Agreement in accordance with the following:
- .02 (a) In the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, either party may give notice to the other of its desire to bargain for the renewal of this Agreement within 120 days prior to the termination date of this Agreement. Negotiations on local matters shall take place during the period from 120 to 60 days prior to the termination date of this Agreement. It is understood and agreed that "local matters" means those matters which have been determined by mutual agreement between the central negotiating committees representing each of the parties to this Agreement as being subjects for local bargaining directly between the parties to this Agreement. It is also agreed that local bargaining shall be subject to such procedures as may be determined by mutual agreement between the central negotiating committees referred to above.

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

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

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

Letter of Intent

Re: Pay Equity

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

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

FULL-TIME

LOCAL COLLECTIVE AGREEMENT LANGUAGE

BETWEEN

KINGSTONGENERAL HOSPITAL

- and -

ONTARIO PUBLIC SERVICE EMPLOYEES UNION, LOCAL 442

EXPIRY: March 31, 1999

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“Note” – **Bold** text represents Central Language.

ARTICLE A - SCOPE AND RECOGNITION

The Employer recognizes **the** Union as **the** bargaining agent of all Technologists, Technicians, Perfusionists and Assistants employed by Kingston General Hospital at Kingston, save and except Supervisors and **those** above such rank, Students in training, Students employed after **regular school** hours, or during the University or school vacation, employees regularly employed for not more than **24** hours per week, **persons** employed through Grant Funding (except Registered Technologists) and employees **covered** by subsisting **collective** agreements.

ARTICLE B - MANAGEMENT RIGHTS

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 hire, promote, transfer, maintain order and discipline, demote, suspend, discharge, or otherwise discipline employees, who **have** completed the probationary 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 C - REPRESENTATION AND COMMITTEES

1 (a) 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.

- (b) There shall be a maximum of **twelve** (12) stewards; seven **(7)** representing the Clinical Laboratories and five **(5)** representing all other departments with OPSEU members.

2 g Committee

The Hospital will recognize a grievance committee comprising ~~of~~ three (3) members to be elected or appointed from the bargaining unit. One member shall be chairman. The purpose of the ~~committee~~ is to deal with grievances as set out in this Collective Agreement.

3 gotiating Committee

The Hospital agrees to recognize a negotiating committee comprised of four (4) 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.

ARTICLE D – LEAVES ~~OF~~ ABSENCE

1 (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. The cumulative total leave of absence will be determined locally, but shall not exceed **forty** (40) days per year per hospital.

- (b) Where the employee is aware of ~~the~~ need for such leave at least four (4) weeks prior to the date requested, a written request will be submitted to the immediate supervisor. In any event not **less** than two (2) weeks notice will be **provided**, except ~~in~~ extenuating circumstances. There shall **be no** more than **ten** (10) employees away, in total at any one time. Six (6) of the above employees shall **be** from the Clinical Laboratories and the other four (4) shall **be** from all other departments with OPSEU members. The number of employees that may **be** away at any one time **will** be subject to the operational requirements of the Hospital.

2 Pre-Paid Leave (Effective Date: April 1, 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/Personnel**, at least six **(6)** months prior to the intended commencement date of the salary deferral portion of the **Pre-Paid** Leave Plan. **Such** application will outline the reason the leave is being requested. Priority will be given to applicants intending to use the leave to pursue **formal** education related to their profession. As between two (2) or more candidates, from the same department, with the same intended purpose seniority shall govern. The employee will be informed of the disposition of his application as **soon** as is reasonably possible after the closing date for applications.

- (c) The total number of employees that may be accepted into the Pre-Paid Leave Plan in any one plan year as defined in Article **16.08 (1)** shall be eleven ~~(11)~~. The maximum number from any one department shall be as outlined below. Where there are more applications than spaces allotted, seniority shall govern subject to **16.08 (b)** above.

(This definition of departments is specific for the purposes of the **Pre Paid** Leave Plan and is without prejudice),

DEPARTMENT	MAXIMUM NUMBER
<u>Laboratory Hematology:</u>	Two (2)
Hematology	
Blood Bank	
Immunology	
Coagulation	
<u>Clinical Chemistry:</u>	Two (2)
Chemistry	
Biochemical Genetics	

<u>Anatomic Pathology:</u>	One (1)
Histopathology	
Cytology	
Autopsy	
Neuropathology	
<u>Clinical Microbiology:</u>	Two (2)
Microbiology	
<u>Laboratory Genetics</u>	One (1)
DNA	
Cytogenetics	
<u>All other departments</u>	Three (3) (No more than one (1) 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,

3 Leave for Attending Professional Meetings

Leave of absence with or without pay and without **loss of** seniority may be granted to employees for the purpose of attending professional meetings.

ARTICLE E – SICK LEAVE AND LONG TERM DISABILITY

1 Claim for Workers Compensation

Where an employee fails to file a claim in accordance with **the** Workers' Compensation Act, or having done so, is not eligible for Workers' Compensation, she shall receive sick pay if unused credits are available.

2 Sick Leave Notification

(a) Employees taking ill or **suffering an accident** during working hours will notify their immediate supervisor or designate before leaving their duties, subject to the applicable provisions of the Workers Compensation **Act**.

- (b) Where the illness or accident takes place at times other than the employee's normal working hours, the employee will notify her immediate supervisor or designate **as** soon as possible and in any case not later than one **(1)** hour before the scheduled day shift and four **(4)** hours before the evening shift and six **(6)** hours before the midnight shift.
- (c) In ~~the~~ matter of all sick leave, employees shall ~~contact~~ their immediate supervisor or designate on the first day of absence to indicate approximately when they ~~expect~~ to resume duty. Where the expected date of return changes, the employee shall communicate this information to the immediate supervisor or designate.
- (d) Before returning to work, the employee will give notice to her immediate supervisor or designate during the normal working hours, of her intended return on the day prior to her returning to work except where her expected day of return is on Sunday or Monday when the last day for notification shall be during the normal working hours on the Friday preceding

ARTICLE F - HOURS OF WORK & OVERTIME

1

Hours of Work

- (a) **The normal or standard work week shall be an average of thirty-seven and one-half (37 1/2) hours, with a normal or standard work day of seven and one-half (7 1/2) hours except in those Hospitals where agreements already provide a standard or normal work week of less than thirty-seven and one-half (37 1/2) hours per week and seven and one-half (7 1/2) hours per day.**
- (b) The averaging period for hours of work will be seventy five (75) hours in a two (2) **week** period.

2 Overtime Accumulation

Where an employee has worked and accumulated approved overtime hours (other than overtime hours related to paid holidays) up to a maximum of three (3) days accumulation, then such employee shall have the option of electing payment at the applicable overtime rate or time off equivalent to the applicable overtime rate (i.e. where applicable rate is one and one-half times, then time off shall be at one and one-half times). Where an employee chooses the latter option, such time off must be taken within three (3) pay periods of the occurrence of the overtime at a time mutually agreeable to the Hospital and the employee, or payment in accordance with the former option shall be made.

The parties agree that the three (3) days that may be accumulated may not be taken consecutively, except at the discretion of the immediate supervisor.

Subject to the scheduling of requests for vacation received prior to February 1st, requests for time off under this article shall be considered on a first come first served basis. Such requests shall be made in writing as far in advance as possible except in extenuating circumstances. A response to such request will be provided within a maximum of fourteen (14) calendar days.

3 Hours Off Between Shifts

Failure to provide nineteen point five (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 nineteen point five (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 payments shall not apply.

4 Local Scheduling Provisions

The employer will endeavour to post a four (4) week schedule indicating the hours and days of work of each employee. The schedule will be posted in an appropriate place at least four (4) weeks in advance of the commencement of the schedule.

5 Number of Consecutive Work Days

Employees will work no more than seven (7) consecutive days with a minimum of two (2) consecutive days off.

ARTICLE G - TRANSPORTATION ALLOWANCE

- 1 When an employee is ~~required~~ to travel to the Hospital, ~~or to~~ return to his home, as a result of being ~~called~~ back to work outside of his regularly scheduled hours, the Hospital will pay transportation ~~costs~~ either by ~~taxi~~ ~~or~~ by his own vehicle at the rate of twenty (20) cents per kilometre to a maximum of fourteen (\$14) dollars 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 H - PAID HOLIDAYS

- 1 The collective agreements shall provide twelve (12) paid holidays with appropriate payment to all employees who have completed twenty (20) days worked with the employer, provided that he fulfils the qualifying conditions, if any, set out in ~~the~~ respective collective agreements. It is understood that the list of paid holidays may include a combination of designated and ~~non-designated~~ days such as float days, anniversary days, and birthdays.

An employee upon completion of ~~twenty~~ (20) working days in the Hospital shall, **subject** to the provision of this Article, be paid an amount equivalent to one days pay at her regular straight time rate for the following holidays:

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

In addition to the above, an employee will be entitled to a twelfth (12) paid holiday, such twelfth paid holiday shall be a **non-premium** holiday, and scheduled within 30 days before or following the employee's anniversary date of employment.

Should ~~the~~ Hospital be required to observe an additional paid holiday as a result of legislation, it is understood that one of the existing holidays **recognized** by the Hospital shall be established as ~~the~~ legislated holiday after discussion with the Union, so that the Hospital's obligation to provide the number of paid holidays as noted above remains **unchanged**.

2 § to Paid Holidays

However, an employee shall not **be** entitled to be **so** paid:

- (a) If she does not work on such holidays when she **is** required or scheduled to do **so** without certification of sickness.
- (b) **If she is** absent on the scheduled working day immediately preceding or succeeding such a holiday without certification of sickness. Notwithstanding the foregoing, she shall **be** entitled to **be** paid if **such** absence **is** due to scheduled vacation.
- (c) If such holiday occurs while **she is** on leave of absence.

3 Scheduled Day Off

When a holiday **falls** on an employee's scheduled day off, **the** employee will **be** entitled to another day **off** with pay.

4 Lieu Day

A request for a lieu day shall be granted **or** denied within fourteen (14) days of such request having been made.

5 Christmas Scheduling

Except in the Pharmacy Department, coverage for Christmas Day and New Year's Day shall **be** such that, where operational requirements permit, an employee shall **not be** required to work **consecutive** Christmas Days from year to year nor required to **work** consecutive New Year's Days from **year to year**.

ARTICLE I- VACATIONS

- 1 (a) Vacation accrual rates are in accordance with Article 26.01 and vacation is **accrued** for **each** completed **month** of service on the basis of entitlement as set out below, **unless otherwise** indicated elsewhere in **the collective** agreement:

2 week entitlement	.84 days per month 6.25 hours per month
3 week entitlement	1.25 days per month 9.38 hours per month
4 week entitlement	1.67 days per month 12.5 hours per month
5 week entitlement	2.09 days per month 15.63 hours per month
6 week entitlement	2.5 days per month 18.75 hours per month

NOTE: "Days" refer to 7.5 hours. Days and hours relative to weeks of entitlement are rounded to the nearest decimal point.

- (b) When an employee reaches her anniversary date of service, which requires an increase to her annual vacation entitlement, an additional five (5) days vacation will be credited to her vacation bank. As well, her vacation accrual rate will increase in accordance with her entitlement.
- (c) Employees may not take more vacation than they have accrued to their credit.
- (d) An employee shall not carry over more than one (1) year's vacation entitlement without the express written authorization of her immediate supervisor.
- (e) At the time of approving such carryover of vacation entitlement, the immediate supervisor and the employee together shall determine the date by which all vacation credits shall be taken.
- (f) Vacations will be scheduled at times mutually convenient to the Hospital and the employee. Vacation requests for the period May 1st of the current year until April 30th of the following year shall be submitted in writing no later than February 1st of each year. Where a conflict in requests occurs, the least senior of the employees with conflicting requests will be given forty-eight (48) hours to submit an alternate request. Approved vacations will be posted no later than March 15th, such posting will include all vacation requested and all vacation granted.
- (g) The maximum number of vacation days that may be requested through the process described in 26.04 (f), by any employee during prime vacation time, which shall include the March school break (as defined by the Frontenac County Board of Education), the period December 25th to January 1st inclusive, and the period June 15th to September 15th inclusive, shall be fifteen (15).
- (h) Vacation requests made subsequent to 26.04 (g), shall be granted on a first come first served basis. The immediate supervisor shall respond to these requests, in writing, within fourteen (14) days.
- (i) The employer will provide departments with employees covered by this collective agreement with a report indicating current vacation credits for each employee on a quarterly basis.
- (j) Employees shall take fifty percent (50%) of their vacation entitlement in blocks of at least three (3) consecutive working days except at the discretion of their immediate supervisor.

ARTICLE J - MISCELLANEOUS

1 Printing of tl ~~een~~

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.

2 Laundry

The Hospital agrees to continue ~~the~~ present practice where applicable to provide and launder laboratory coats and/or other protective clothing and equipment.

3 Job Descriptions

The employer will provide to ~~the~~ Union, job descriptions for every position described in the bargaining unit, as well as descriptions as they are amended from time to time. In addition, the employer **will** endeavour to provide to the Union, by March 31st each year, a list indicating by position the date of the most recent job description revision.

4 Pagers

When the hospital requires an employee to remain on standby, such an employee will be provided with a pager. ~~Such~~ pagers will cover a radius necessary to address the acceptable response time required of an employee placed on standby. When paging an employee, the Hospital will indicate the urgency of the call.

5 Union Activity

- (a) No person ~~shall~~ hold meetings, ~~collect~~ Union dues or assessments, or solicit membership in the Union on ~~the~~ employer's property unless ~~such activity~~ is specifically ~~permitted~~ elsewhere in this Agreement or the Hospital grants permission in writing.
- (b) No persons shall ~~sell~~ or distribute books, pamphlets or any mechanically reproduced material of any description on the property of the employer that is unreasonable or inappropriate.

6 Bulletin Boards

The Hospital agrees to continue to provide centrally located bulletin board(s) for use by all bargaining units at the Hospital.

The Hospital also agrees to provide an additional ten (10) bulletin boards (measuring 18 x 24 inches) and such boards will be situated as mutually agreed between the Hospital and the Union. All notices to be posted shall be first approved by the Hospital.

ARTICLE K - COMPENSATION

1 Salaries

The salaries for full-time employees are set forth in Schedule "A" and shall remain in effect for the term of this Agreement.

2 Pay Periods

Employees in the Bargaining Unit are paid every two weeks and the hourly rates are provided in Schedule "A".

3 Seniority Increases

(a) Seniority increases for employees shall be effective from the beginning of the first pay period following their anniversary date of hire.

(b) An employee upon promotion to a higher classification will be slotted into the appropriate year category of the new classification so that the increase is not less than one full increment in his former classification. The salary increase shall be effective from the beginning of the first pay period following the date of promotion. The new anniversary date for seniority salary increments would then become the date of promotion.

SAURY SCHEDULE "A"

1998 JANUARY 01

SAP FAY SCALE GROU	OCCUPATION CODE-HFMS	JOB	PAY STEP	98 JAN 01
PERFUSN	F603/K603	CARDIOVASCULAR PERFUSIONIST	1	24.760
			2	25.970
			3	27.190
			4	28.410
			5	29.630
			6	30.850
			7	32.070
MLT - RT		REGISTERED TECHNOLOGIST		
	F/K604	RESPIRATORY THERAPIST	1	17.922
	F/K601	MEDICAL LAB TECHNOLOGIST	2	18.816
	F/K609	REGISTERED VASCULAR TECHNOLOGI	3	19.556
	F/K610	CARDIAC ECHOCARDIOGRAPHY	4	20.381
		TECHNOLOGIST	5	21.199
			6	22.024
			7	22.843
			8	23.667
			9	24.486
		10	25.310	
TECH5		TECHNICIAN 5		
	F/K602	*SR EEG TECHNICIAN (TECH II)(UPP)	1	19.745
	F635	*SR EEG TECHNICIAN (TECH II)(M&OS)	2	20.496
	F625	SENIOR TECHNICIAN	3	21.259
	F/K605	EEG TECHNICIAN I	4	22.015
	F/K608	EMG TECHNICIAN	5	22.779
	F/K775	TECHNICIAN 5		
• Plus "dollar differential" of \$2.00 per hour				

NOVEMBER 2, 1998

NOTE TO FILE:

OPSEU LOCAL 450 AND 442 WILL BE COVERED UNDER ONE AGT. AS LOCAL 444.

AS PER MARK FROM KINGSTON GENERAL HOSP,
613-549-6666 EXT. 2 188

CURRENTLY SEPARATE LOCALS - THE MERGE IS IN THE PROCESS OF BEING DONE.

*D.S. not merged yet (for 04 generation)
probably for the next one.*

08489