

SOURCE	Assn		
EFF.	97	11	01
TERM.	2000	10	31
No. OF EMPLOYEES	160		
NOMBRE D'EMPLOYÉS	160		

COLLECTIVE AGREEMENT

BETWEEN

**THE RELIGIOUS HOSPITALLERS OF SAINT JOSEPH
OF THE HOTEL DIEU OF KINGSTON**

AND

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND ITS LOCAL 465**

Hospital Sector

Service Unit

Combined

Duration: November 1, 1997 - October 31, 2000

12397(01)

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COLLECTIVE AGREEMENT

Between

**THE RELIGIOUS HOSPITALLERS OF SAINT JOSEPH
OF THE HOTEL DIEU OF KINGSTON
(Full-Time and Part-Time Services)**

**(hereinafter referred to as the "Employer or
Hospital")**

And

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

And its Local 465

ARTICLE 1 - PURPOSE

1.01 The general purpose of **this** Agreement **is** to establish an orderly collective bargaining relationship between the **Employer** and the employees represented by the **Union**. The Agreement **is also** to provide **a method** of settling differences and **grievances** which might **arise**, **so** as to maintain harmonious relations between the **Employer** and **all** employees covered by this Agreement

ARTICLE 2 - RECOGNITION

2.01 The Hospital recognizes the Ontario Public Service Employees Union as **the** bargaining agent of all (lay) employees of the Religious Hospitalers of Saint Joseph of the Hotel Dieu of Kingston in Kingston, **Ontario**, save and **except** professional medical **staff**, graduate nursing staff, undergraduate nurses, graduate pharmacists, under-graduate pharmacists, graduate dietitians, student dietitians, office and clerical staff, technical personnel, paramedical personnel, supervisors, foremen,

persons above the rank of supervisor and foreman, chief engineers, students **who** are in training **as** part of **an** academic program, **and** persons covered **by** **subsisting** collective agreements.

2.02 It **is** agreed that the word "employee" or "employees" wherever **used** in this Agreement shall be deemed to refer only to an employee or employees **in** the bargaining unit **as** hereinbefore defined.

2.03 Where the masculine pronoun is used in **this** Agreement, it **shall** be deemed to include the feminine, and vice versa, where the context so requires.

ARTICLE 3 - NO DISCRIMINATION

3.01 The **parties** agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members, because of an employee's membership or non-membership in a **union** or because of the employee's activity or lack of activity in the Union.

3.02 It **is further** agreed that there will be no solicitation of members, collection of dues or other Union affairs on the premises of the Employer except as permitted **by** this Agreement, or specifically authorized **by** the **Employer** in **writing**.

3.03 The parties agreed to abide by the provisions of the Ontario Human Rights Code. For purposes of information the relevant grounds under the Human Rights Code are:

Race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age (defined as **between** the ages of **18** and **65**), record of offenses, marital status, family **status** or handicap.

3.04 The **parties** agree to co-operate in **making** reasonable **efforts** to accommodate **an** employee pursuant to legislation (e.g. **Human Rights, Worker's Compensation, etc.**). Where the parties agree to **an** accommodation of **an** employee, the Hospital shall assign an employee to **a new position or** another vacancy **as part** of its accommodation and the **position shall** not be **a** vacancy for the purposes of Article 13 and shall be deemed to be in compliance with the Collective Agreement.

ARTICLE 4 - UNION SECURITY

4.01 The **Hospital shall** deduct an amount equivalent to regular monthly Union **dues** for **the term** of **this** Agreement according to the following conditions:

- (a) All employees covered **by** this Agreement **shall**, as a condition of employment, have deducted from their **pay** each month **an** amount equivalent to *the* regular monthly Union **Dues**.
- (b) New employees shall have deductions made on the first regular deduction date following completion of thirty (30) calendar days of employment.
- (c) Union dues will **be** deducted from the employee's **pay** in each **calendar month** and the **same shall be** remitted **by** the Hospital **to** the **Union not** later **than** the fifteenth (**15th**) of the month following deduction.
- (d) The Hospital **agrees** when forwarding **Union dues** to **submit a** list indicating the **names** of those employees for

which deductions have **been** made **as well as** the names and dates of **hire** of **those** employees hired or **terminated** **in** the preceding month to the Union's Head Office **in Toronto**, attention of the Director of Finance, **and a copy** will be provided to the **Local** Union secretary.

- 4.02 Regular monthly Union dues referred to in this Article shall **mean** the **regular monthly** Union **dues** uniformly assessed all the members of the Union in accordance with **its** constitution **and** by-laws **as certified** to the **Hospital in writing by the** Union.
- 4.03 **In** consideration of the deducting **and** forwarding of Union dues by the **Hospital**, the Union agrees to indemnify **and** save the Hospital **harmless against any claims** or liabilities arising or resulting from the operation of **this** Article.
- 4.04 A new employee will have the opportunity to **meet with** a representative of the **Union** designated **by the Union** **and** in the employ of the **Hospital** during the employee's orientation period without **loss** of regular **earnings**. The purpose of the meeting will be to acquaint the employee with such representative of the Union and the Collective Agreement. **Such meetings may be arranged** collectively or individually for employees **by** the Hospital as part of the orientation program.
- 4.05 The Hospital shall endeavour to **issue T-4 slips** with the **first pay in February and shall** show deductions for **Union dues**.
- 4.06 At the employee's request, **an** employee **shall** have the **right** to **have a Union steward** present **at** any disciplinary meetings.
- 4.07 Where an employee is temporarily assigned to perform the duties and responsibilities of **a** position not covered **by this** Collective

Agreement he **shall** continue to pay **union** dues for a **maximum** of **ninety (90)working days**. These dues deductions **will** be based **on** the employee's **bargaining unit rate of pay** at the **time** of the transfer out of the **bargaining unit**.

- 4.08 The Hospital will provide to **the** Regional Office of OPSEU the names and addresses of new employees hired during the previous **month**. The Union agrees to indemnify **and** save the Hospital harmless against any claim or liabilities arising or resulting **from the** operation of this article.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 **The Union** recognizes **that** the management of the Hospital and **the** direction of the employees are **fixed** exclusively in the **Hospital** and **shall** remain solely with **the** Hospital except **as** specifically limited by the **provisions** of **this** Agreement and, without restricting the generality of **the** foregoing, the **Union** **acknowledges that** it is **the** exclusive function of the Hospital **to**:

- (a) Maintain order, discipline and efficiency;
- (b) hire, assign, retire, promote, demote, classify, **transfer**, lay-off, recall, **and** to suspend or discipline employees or discharge seniority rated employees for just cause provided that **a claim** by any employee that he **has been** disciplined without just cause or **a claim** by a **seniority-**rated employee that he has been discharged **without just** cause **may** be the **subject** of a grievance **and** dealt with **as** hereinafter provided;
- (c) determine in the interest of efficient operation **and** high standards of service, the hours of **work**, **work** assignments, methods of doing the work **and** the working establishment for **the** service;
- (d) generally to manage **the** operation **that** the Hospital **is**

engaged in **and**, without restricting the generality of the foregoing, to determine the number of personnel required, **methods**, procedures **and** equipment in connection therewith;

- (e) make, enforce, **and** alter from time to time reasonable rules and regulations to be observed by the employees which **are** not inconsistent with the provisions of this Agreement.

5.02 **The Hospital** agrees that such rights **shall** be exercised in a manner consistent **with** the provisions of **this** Agreement.

ARTICLE 6 - UNION REPRESENTATION

6.01 **The Hospital** agrees to recognize a Grievance Committee composed of not more **than** three **(3)** employees (full-time and part-time).

- (a) (i) **The Hospital** agrees to recognize **a** Negotiating Committee of not more than four **(4)** employees (full-time **and** part-time).
- (ii) The parties agree to **inform each** other in **advance** of their desire to invite **an** observer to **any** negotiation meeting **and** such observer will be admitted if mutually agreed.
- (b) **The Hospital** agrees to recognize three **(3)** employee members of the Union's **Local** Executive Committee, for the purpose of communications with the Hospital.
- (c) **The Hospital** agrees to recognize a **maximum** of **eighteen** (18) employees **as** union stewards, including the Chief Steward, when advised by the union in **writing** and shall not **recognize any** steward **unless so advised**.

6.03 **Joint Consultation Committee**

Where the **parties** mutually **agree that** there are matters **that would be beneficial** if discussed **at** a Joint Consultation

Committee ~~meeting~~ during ~~the~~ term of this Agreement, the following shall apply. ~~An~~ equal number of representatives of each ~~party~~ as mutually agreed shall meet at a time ~~and~~ place mutually satisfactory. ~~A~~ request for a meeting hereunder will be made in writing at least fourteen (14) days ~~prior~~ to the date proposed and accompanied by ~~an~~ agenda of matters proposed to be discussed. It ~~is~~ understood that such committee will not be used to discuss grievances or other matters ~~that~~ are more properly ~~the~~ subject of negotiations. Union representatives shall receive their ~~regular~~ pay for all regularly scheduled working hours lost due to attendance at such meeting,

- 6.04 All committee members, stewards and members of ~~the~~ Union executive must have completed their probationary ~~period~~.
- 6.05 For ~~the~~ purpose of this Article, the name ~~and~~ position of each of ~~the~~ committee members, stewards and members of the Union executive, from time to ~~time~~ selected, ~~shall be given~~ to the Hospital in ~~writing~~ ~~and~~ the Hospital shall not be required to recognize any such committee members, stewards or members of the Union Executive until it ~~has~~ been notified.
- 6.06 (a) The Union acknowledges and agrees that members of such committees ~~and~~ stewards have regular duties to perform in connection ~~with~~ their employment and only such time ~~as is~~ reasonably necessary for the prompt processing of Union business ~~will~~ be consumed by such persons during working hours.
- (b) The Union agrees that at any one time only two ~~(2)~~ committee members or stewards in each work ~~unit~~ shall be away ~~from~~ work on Union business.

6.07 The Union committee members **and** stewards will first obtain the immediate supervisor's permission before undertaking Union business. When such Union business has been completed, the employee ~~will~~ advise the immediate supervisor. Such permission shall not **be** unreasonably withheld.

6.08 In accordance with this understanding, **it** is agreed that:

- (a) Each member of **the said** Negotiating Committee shall receive the employee's **regular** pay for **all** regularly scheduled working hours **lost** due to attendance at negotiating meetings with representatives of the Hospital up to, but not including, arbitration.
- (b) The Grievance Committee, a steward, and the **grievor(s)** **shall** receive their **regular** pay for **all** regularly scheduled working hours **lost** due to servicing grievances or attendance **at** grievance meetings **with** representatives of the **Hospital** up to, but not including arbitration.

6.09 **The Hospital shall** continue to pay wages **and** benefits to employees on **union leave** when advised by the Union in writing. The Union shall reimburse the Hospital for these wages and benefit costs **as soon** as possible after receipt of an invoice from the **Hospital**.

ARTICLE 7 - NO STRIKES OR LOCKOUTS

7.01 There shall **be** no strikes or lockouts so long as **this** Agreement continues to operate. The word "**strike**" **and** the word "**lockout**" shall have the meaning **as** set forth in The Labour Relations Act, **as amended**.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of this Agreement including any question as to whether a matter is arbitrable.

8.02 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible and it is understood that an employee has no grievance until he has first given the employee's immediate supervisor the opportunity of adjusting the employee's complaint. If an employee has a complaint, such complaint shall be discussed with the employee's immediate supervisor within ten (10) working days after the circumstances giving rise to the complaint have originated or occurred. If the immediate supervisor is unable to adjust the complaint to their mutual satisfaction within five (5) working days, the employee may proceed with the grievance procedure within five (5) working days following the decision of the immediate supervisor.

8.03 A grievance of an employee properly arising under this Agreement shall be adjusted and settled as follows:

Step 1

The employee must submit a written grievance, with the assistance of a Union steward, if desired, signed and dated by the employee, to the employee's immediate supervisor. The nature of the grievance and the remedy sought should be set out in the grievance. The immediate supervisor will deliver the

employee's decision in **writing within** five (5) working days after receipt of the grievance in writing. Failing settlement, the next step **in** the grievance procedure **may** be taken.

Step 2

Within five (5) **working** days following the decision under Step 1, the employee must submit the written grievance to the Department **Head** (or **his** designate), or where the Department Head **is** the immediate supervisor, then the appropriate senior director will receive the grievance. In a nursing department, the Director of Nursing or the employee's designate will receive the grievance. The appropriate above referred-to **person** will deliver **a** decision in **writing** within five (5) working days of the employee's receipt of the written grievance. **The parties may, if** they **so** desire, meet to **discuss** the grievance at a **time and** place suitable to **both** parties. **Such** meeting **shall** be with the Grievance Committee. **Failing** settlement, the **next** step in the grievance **procedure may** be taken.

Step 3

Within five (5) working **days** following the decision under Step 2, **the** grievance **must be** submitted to the Executive Director (or **his** designate), to be discussed at a meeting between the **Executive** Director (or his designate), **and** the Grievance Committee, including the grievor(s) within five (5) working days of receipt of the grievance. Either party may have assistance **from** outside the Hospital **at the meeting** if desired.

The Executive Director (or his designate), **shall** give **his** written disposition within five (5) **working** days of the date of the **aforsaid meeting** or within ten (10) working days of submission

at the third **step** if no meeting **is** held. Failing settlement, either **party** may submit the matter to arbitration within ten (10) **working** days after the Mitten reply at Step 3 is given.

8.04 Policy Grievance

A grievance **arising** directly between the Hospital **and** the Union concerning the interpretation, application, or alleged violation of the Agreement, must be originated under Step No. 3 within ten (10) **working** days of the event giving rise to the grievance.

Failing settlement under Step 3 within five **(5)** **working** days, it **may** be submitted to arbitration in accordance with Article 9. However, it **is** expressly understood that the provisions of this paragraph may not be **used** by the **Union** to institute a complaint or grievance directly affecting **an** employee which **such** employee could themselves institute and the regular grievance procedure **shall** not be thereby by-passed.

8.05 Discharge Grievance

A grievance involving the discharge of an employee must be reduced to writing and originated under Step 2 within **five (5)** **working** days of the employee being notified of the employee's discharge. Notwithstanding anything in **this** Agreement, a probationary employee may be discharged at the sole discretion of the Hospital and the discharge of a probationary employee shall not be subject to the grievance or arbitration procedures.

8.06 Group Grievance

Where two **(2)** or more employees **have** identical grievances and each employee **would** be entitled to grieve separately, **all such** employees **shall sign a grievance** form and **submit** the grievance

at Step 2 **Within** ten (10) **working days** of the event giving rise to the grievances. The grievances shall be processed as one grievance subject to **all** applicable provisions under the grievance procedure.

- 8.07 If the **Hospital** does not reply within the time limits stated in this Article, the grievance may be submitted to **the** next step of the grievance procedure. In such cases, for **the** purposes of proceeding to arbitration, the grievance shall be considered to have **conformed** to the requirements of the grievance procedure. **Similarly**, if the Union does not proceed to the next step within the **time** limits, the grievance is deemed to be **withdrawn**.

8.08 Grievance Settlements

All Agreements reached under **the** grievance procedure between the representatives of the **Hospital** and the representatives of the Union will be **final** and binding upon the Hospital **and** the Union **and** the employee or employees involved. **An allegation**, by either **party** that such a settlement **has** been breached may be taken up at Step 3 in the grievance procedure.

ARTICLE 9 - ARBITRATION

- 9.01 If the Hospital or the Union requests that **a** grievance be submitted to arbitration, as hereinbefore provided, it **shall make** such request in writing addressed to the other **party** to this Agreement, **and** at the same **time name** a nominee. Within five (5) **working** days thereafter the other party **shall name** a nominee provided, however, that if such **party fails** to name **a** nominee **as** herein required, the Office of Arbitration of the Ministry of Labour of the Province of **Ontario shall** have power to effect such

appointment upon application thereto by **the party** invoking the arbitration procedure. The two **(2)** nominees shall attempt to select by agreement a chairman of the Arbitration **Board**. If they are unable to agree **upon such a chairman within a** period of twenty-one **(21)** calendar days, they shall then request the Office, of Arbitration of the Ministry of Labour **of** the Province of Ontario to appoint a chairman.

- 9.02 No person may be appointed as **an** arbitrator who **has** been involved in an attempt to negotiate or **settle** the grievance.
- 9.03 No matter may be submitted to arbitration which **has** not been properly carried through **all** requisite steps of the grievance procedure.
- 9.04 The **Board** of Arbitration **shall** not have **any** power to amend, alter, **modify** or add to **any** of the provisions of this Agreement or to substitute **any new** provisions for **any** existing provisions, nor to give any decision inconsistent with the terms **and** provisions of this Agreement.
- 9.05 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.
- 9.06 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.

9.07 The **time** limits set out **in both** the grievance **and** arbitration procedures **herein are mandatory and** failure to comply strictly with **such** limits except by the written agreement of the parties, **shall** result in the grievance being deemed to have been abandoned subject only to the provisions of Section 44(6) of The Labour Relations Act. Such time limits **shall** exclude Saturdays, Sundays **and** paid holidays, i.e. Monday to Friday.

ARTICLE 10 - SENIORITY

10.01 A new employee will be considered on probation until after he **has** completed **sixty** (60) days or four hundred and fifty (450) **hours of work** within any twelve **(12)** calendar months. Upon successful completion of **such** probationary **period**, the employee's name **will** be placed on the seniority list with seniority dating from the date the employee **was** last hired by the Hospital in an OPSEU bargaining unit within the hospital. Seniority **is** defined as **all** active employment in OPSEU bargaining units within the Hospital, except **as** set out elsewhere in this Collective Agreement. (In the case of **part-time** employees seniority **shall be based** on **worked and** credited hours). **The** dismissal of **a** probationary employee **shall** not be the subject of a grievance or arbitration and **is** at the sole discretion of **the** Hospital. Being on probation will not exclude any employee from **all** benefits and conditions of the Collective Agreement.

10.02 **An** employee transferring from part-time to full-time or vice-versa **shall** be credited with **all** accumulated **seniority** as described in (a) or (b) below.

(a) **PART-TIME TO FULL-TIME**

- (i) **An** employee **who** transfers from part-time to full-time **shall** have the employee's date of hire calculated in accordance with the following formula:
- (ii) The part-time hours accumulated as of the date of **transfer shall be divided** by 1950 hours. 1950 **hours shall** represent **one** (1) year of seniority. **Any** additional seniority **shall** be calculated by dividing the remaining hours **by** 1950 and multiplying **this** figure **by** 365.

The employee's date of hire **shall** be backdated, from the date of transfer, by the number of years **and** days resulting from the calculation **made** under (ii) above.

- (iii) This **date of hire** shall be **used** for calculation of all entitlements applicable to full-time employees except **as specifically** set out elsewhere in the collective agreement.
- (iv) On transfer, the employee shall **serve** the **normal** waiting periods for **entitlement** to benefits (e.g., HOODIP) **and it is** understood that the **percentage** in **lieu** of benefits applicable to part-time employees **shall** be inapplicable during such waiting periods.
- (v) On transfer, **the** employee's **position** on the full-time salary grid and the employee's seniority **shall be** determined in accordance with the date of hire determined pursuant to 10.02 a(ii) above.

b) **FULL-TIME TO PART-TIME**

- (i) **An** employee who transfers from full-time to **part-time shall** have the employee's **seniority** from date **of** hire converted to hours **by** multiplying such **seniority** by 1950 hours for each full year **and** adding the number of hours credited for any part year remaining.
- (ii) The hours calculated in b(i) above shall **determine** all entitlements for part-time employees except **as**

specifically set **out** elsewhere in this Collective Agreement.

(iii) For the **purposes** of calculating grid placement and vacation entitlements for part-time employees, fifteen hundred (1500) hours shall continue to equal one (1) year.

c) The provisions of Article 10.02 (a) and (b) **shall** be in effect from **when** an employee was first hired by the **Hospital** provided that there **was** no lapse in employment except where provided for in this agreement.

10.03 The **Hospital** seniority list of employees **shall** be prepared and displayed in seniority sequence, according to the records of the Hospital on **April 15** and October 15 of each **year**. **The** list **shall** be posted on the Union **bulletin** board by **the** cafeteria, existing departmental bulletin **boards**, and **a** copy sent to the Union. If an employee does not challenge the position of the employee's name on the **seniority** list within the **first fifteen** (15) **calendar** days from **the** date the employee's **name** first appears on a seniority list, provided he is at **work** when the list **is** posted, **then** he shall be deemed to have proper **seniority** standing. In the event **the** employee is not **at work** when the list is posted he must object to the employee's seniority standing within fifteen (15) **calendar** days from the date he returns to work or receives the list.

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

- (a) voluntarily **resigns** the employee's employment;
- (b) is discharged **and** not reinstated;

- (c) has been laid ~~off~~ for twenty-four **(24)** calendar months;
- (d) is absent due to **illness** for a period of twenty-four **(24)** months;
- (e) is absent due to compensable (W.C.B.) injury or disability for a period of twenty-four **(24)** months;
- (f)
 - (i) Full-time only -- 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.**
 - (ii) Part-time only -- refuse to accept work on three **(3)** consecutive occasions upon which the Employer advises **the** part-time employee work **is** available, **unless** the part-time employee has already worked **twenty-four (24)** hours in a week or **is** on **an** approved leave of absence, or extenuating circumstances exist which the Employer accepts. The Employer's judgement shall not be exercised unreasonably.
 - (iii) **A Casual Part-Time** employee has not worked for a period of twelve **(12)** months
- (g) fails to ~~return~~ to work upon the expiration of a leave of absence, or unreasonably utilizes **a** leave of absence for a purpose other than that for which it was granted unless excused by the Hospital in writing;
- (h) refuses to continue to work or return to work **during an** emergency, unless **a** satisfactory reason is given to the Hospital;
- (i) fails upon being notified of a ~~recall~~ to signify the employee's intention to return within three **(3)** 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 seven **(7)** calendar days after he has received the notice of recall or such further period of time **as may be agreed upon by the parties.** It **is** the employee's responsibility to ensure that the employee's home- address and telephone number are current at all times. If the employee fails to **do** this, the Hospital will not be responsible for failure to

notify;

- (j) leaves the OPSEU bargaining unit to take another position within the Hospital if the employee remains in a position outside an OPSEU bargaining unit for over ninety (90) **working** days.

ARTICLE 11 - LAY-OFF AND RECALL

11.01 In the event of a lay-off that exceeds *two* (2) **weeks**, employees with the least **seniority within** the classification in which the lay-off **takes** place shall be laid off first, providing that the employees **who** remain on the **job** have the ability to perform the work after a **five** (5) **working** day familiarization period.

It **is** agreed **that** in the application of **this** article, full-time employees **shall** displace full-time employees and part-time employees **shall** displace only part-time employees, except where a full-time employee is about to be laid off, the employee then **has** the option of displacing **the** least senior part-time employee with less **seniority**, in the lower or identical paying classification.

11.02 (a) An employee laid off pursuant to clause 11.01 **must** notify the Hospital within seven (7) calendar days of receiving the notice that **the** employee will either a) accept the lay-off or b) displace an employee who has lesser bargaining **unit** seniority and **who** is the least senior employee in a lower or identical paying classification in the bargaining **unit** if the employee originally subject to lay-off **has** the ability to perform the **work** in that position after a five (5) **working** day familiarization period.

- 11.02 (b) Separation Allowances:
If a regular full-time **or** regular part-time employee resigns within **thirty** (30) days of receiving notice of layoff, the **employee shall** be entitled to a separation allowance of two **(2) weeks salary** for each year of continuous service to a maximum of twenty-six (26) **weeks** pay, **and,** on production of receipts from an approved educational program, within twelve **(12)** months of resignation, may **be** reimbursed for tuition fees up to a maximum of three thousand **dollars** (\$3,000).
- 11.03 The displacement procedure prescribed by Article 11.02 shall not operate to **permit** more **than two** displacements and the third person so displaced shall only have the right to **displace another** employee who has lesser **bargaining** unit seniority and who **is** the least senior employee in all lower or identical paying classifications **in** the bargaining unit. This will also apply to bumping into **part-time** which will mean another **two** (2) bumps provided that the full-time employee has more seniority.
- 11.04 **The Hospital shall** give **each** employee in the bargaining unit who has acquired **seniority and** who has actually been laid off following the completion of the bumping process, and who is to be laid off for a period of more than thirteen **(13) weeks,** three **(3)** months notice in writing of the employee's **lay-off or** at the discretion of the Hospital, pay in lieu of notice.
- 11.05 In all other cases of lay-off, that exceeds **two** weeks, the Hospital shall give an employee in the bargaining unit **who** has acquired seniority one (1) weeks notice, provided however, such notice shall **not** be required if the lay-off occurs because of

emergencies. For example: fire, power failure, act of **God**, equipment breakdown, or any other conditions beyond the reasonable control of the **Hospital**.

11.06 **Notwithstanding** Article 12.01 as long as there is not a laid off senior employee who is eligible for recall, an employee who is laid off, or an employee who has displaced an employee in another position as a result of the layoff, or an employee recalled to work in a different position than the one the employee held prior to the layoff, shall be entitled to return to the position the employee held prior to the layoff should it become vacant within twenty-four **(24) months** of the layoff, provided the employee remains qualified and able to perform the duties of the position.

11.07 Employees who have been laid off (i.e. are no longer working in the **Hospital**) for up to twenty-four **(24) calendar** months shall be recalled to equal or lower-rated classifications in the order of their seniority, provided they have the skills, qualifications and ability to perform the available work and this shall not require posting.

11.08 The hospital shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the hospital. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee is to report for work. An employee given notice of recall by registered mail shall have three **(3) working** days after receipt of such notice to signify the employee's intention, in writing, to return to work on the date specified by the Employer or another date as mutually agreed. Any employee who does not so signify shall be deemed to have ceased employment with the

Employer, The Employer shall **be entitled** to rely, for all purposes, on the latest address of the employee contained in the records of the Employer.

11.09 No new employee **shall be** hired in a classification in which a layoff has taken place until employees laid off from that classification or displaced out of the classification **who have** been laid off or displaced for up to twenty-four **(24)** calendar months and are eligible for recall as prescribed in this article **have** been **given the** opportunity to **return to work** in the classification from which the employees were laid off or displaced.

11.10 (a) In the event of a proposed layoff at the Hospital of a permanent or **long term** nature the Hospital **shall** provide the Union with no less **than** three **(3)** months written notice of the proposed layoff. Where a proposed layoff results in **the** subsequent displacement of any member(s) of the bargaining unit, the original notice to the **Union** provided above **shall** be considered notice to the Union of any subsequent layoff.

(b) Redeployment Committee:

(i) A Redeployment Committee will be established not later than **two (2)** weeks after the notice referred to in (a)above and will meet thereafter as frequently **as** is necessary.

(ii) **The** mandate of the Redeployment Committee is to:
(1) Identify and propose possible alternatives to the proposed layoff(s) including, but not limited to,

identifying work which would otherwise be bargaining unit work and is currently work contracted out by the Hospital which could be performed by bargaining unit employees who are, or would otherwise be, laid off.

(2) Identify vacant positions within the Hospital or positions which are currently filled, but which will become vacant within a twelve (12) month period.

(3) Identify the retraining needs of workers and facilitate such training of such workers who are or would otherwise be laid off.

(iii) The Redeployment Committee shall be comprised of equal numbers of representatives of the Hospital and the Union. The number of representatives will be identical to the Joint Consultation Committee in Article 6.03. Meetings of the Redeployment Committee will be held during normal working hours. Time spent attending such meetings shall be deemed to be work time for which the representatives shall be paid by the Hospital at the employee's regular or premium rate as may be applicable. Each party shall appoint a co-chair for the Redeployment Committee. Co-chairs shall chair alternate meetings of the committee and will be jointly responsible for establishing the agenda for the committee meetings, preparing minutes and writing such correspondence as the committee may

direct.

- 11.11 In the event that it **is necessary** for **the Hospital** to permanently shut-down or end an operation or **any facility or program**, *the employees involved shall* receive as much advance notice **as possible**, but in **any case shall be notified** of the **imminent** shut-down or termination of program not later **than three (3) months** in advance of the proposed shut-down.

The above noted provisions in Article 11.10 and 11.11 are not applicable in circumstances **beyond the control** of the **Hospital** such as fire or Act of **God**.

- 11.12 **Any** agreement between the parties resulting from layoffs concerning the **method** of implementation will take precedence over other terms **within** this agreement.

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- 12.01 In cases of promotion, **transfer** (other than appointments to positions outside the scope of the bargaining unit), **the** following factors shall be considered:
- (a) **Seniority;**
 - (b) **Skill, ability and qualifications.**

Where the **factors** in (b) are relatively equal, seniority shall govern, providing **the employee** in question **has** the qualifications to perform the **work** available. Such judgement **shall** be made in *a* fair, impartial and consistent manner.

ARTICLE 13 - JOB POSTINGS

- 13.01 (a) In order to ensure that employees are given the opportunity of **applying** for vacancies occurring in the **bargaining** unit, the Hospital agrees to post all full-time and **regular** part-time vacancies covered by this Agreement **for a period** of seven (7) consecutive calendar days. The successful applicant will be selected in accordance with Article 12.01.

Such notice **shall** contain the nature of the **position and current hours** of work as **well as** the salary range.

A copy of the job posting shall be forwarded to an Officer of the Local **as** designated in **writing** from **time** to time by the Local, it being understood that such officer shall initial receipt thereof and **return a copy** to the **Human Resources** Department.

- (b) Where the Hospital decides it is necessary to fill a temporary vacancy of two (2) months or more **duration**, it will be posted.

- 13.02 (a) The Hospital may temporarily fill any vacancy while observing the procedure herein set forth.

- (b) All qualifications for **job** postings will be reasonable and, if increased, the **Union** will be notified.

13.03 The successful applicant from within the bargaining unit shall be placed on a **trial** period for a period of **up** to ten (10) normal **tours worked**. In **the** event the successful applicant proves unsatisfactory in the position in the Hospital's opinion, which **shall** not be unreasonably exercised, during **the trial** period, or if the employee is unable to perform **the** duties of the **new** classification in **the** Hospital's opinion, which **shall** not be unreasonably exercised, or if the employee finds the **job** is not to the employee's satisfaction **during** the **said trial** period, the employee shall be returned to the employee's previous position without **loss** of seniority. Similarly, **any** other employee displaced because of **such** action will **be** returned to the employee's previous position **without loss** of seniority, **and** such will not be subject to the grievance or arbitration procedures. Employees **will** be permitted to apply for **any** number of vacancies, for which they **qualify**. However, when **an** applicant **has** been successful in the employee's **application** for a full-time vacancy and **has** completed the **said trial period**, the employee's application for **any** future **full-time** vacancies will only be considered after a period of nine (9) months **has** elapsed **since** the employee was placed in the aforementioned full-time vacancy.

13.04 An employee returning to **the** bargaining unit pursuant to **the posting** provisions of this agreement **shall** be credited with service only, **to ensure** maintenance of benefit levels and entitlements.

13.05 An employee **who** is the **successful** applicant to a term position within the bargaining unit shall at the completion of the term be reinstated to the employee's former position, if available, or if not

available **given'a** comparable **position at** not less **than** the employee's **wages** in the former position.

ARTICLE 14 • LEAVE OF ABSENCE

14.01 Personal Leave of Absence

The **Hospital** may grant a leave of absence without pay for legitimate personal reasons provided such leave **does** not interfere with the continuance of efficient operations at the Hospital. Application for such leave shall be made in writing to the **Hospital** as far in advance **as** possible, but **in** any event at least two **(2)** weeks prior to the commencement of the leave. The application **must** clearly **state** the reason for the leave of absence **and duration** of such absence. A full-time employee will be credited with **seniority** and service during **an** unpaid leave of absence up to a **maximum** of **thirty** (30) continuous calendar days. The employee will be given **a** written answer **within** five **(5)** working days of submitting the written request.

14.02 Union Leave

Leave of absence for Union business **shall be given** without pay **up to an** aggregate **maximum** for **all** employees (full-time and **part-time**), of **fifty** (50) days per year provided such leave does not interfere with the continuance of efficient operations of the Hospital. Such leave shall be subject to the following conditions.

- (a) **Not** more than four **(4)** employees at the Hospital are absent on **any such** leave **at** the **same** time, and not **more than** one (1) employee from a department. Subject to the provisions of this Article, at the time of the Union convention the Hospital may allow **six** (6) employees **from** the Hospital to **be** absent at the same time and may **allow two** (2) employees to **be** absent from the department.

- (b) No one such leave **of** absence shall extend beyond two (2) weeks.
- (c) A request **must** be made in **writing** and approved at least two **(2)** weeks prior to the commencement of the function for which leave is requested. The written answer **shall** be given **within** five **(5)** working days of the request.
- (d) Such request shall state the nature and dates of the function to be attended.

It **is** understood that the fifty (50) days per year **maximum** as referred to above, does not include the Negotiating Committee's time **away** from scheduled work for the purpose of attending negotiating **meetings with** representatives from the Hospital.

14.03 Full-Time Union Leave

Upon application by the Union, in **writing**, the Hospital will give reasonable consideration to **a** request for leave of absence, without pay, to **an** employee elected or appointed to full-time Union office. It is understood that not **more than** one (1) employee in the bargaining unit may be on such leave at the **same** time, Such leave, if **granted**, shall be for **a** period of one (1) calendar year from the date of appointment unless extended for **a further** specific period by agreement of the **parties**. **For** full-time employees, seniority and service **shall** accumulate **during** such leave to the maximum provided, if any, under the provisions of **the** Collective Agreement. It will become the responsibility of the employee for full payment of **any** applicable benefits in which the employee is participating during such leave of absence.

ARTICLE 15 - BEREAVEMENT LEAVE

15.01 In the case of **death** in the "immediate family" of a full-time or regular part-time employee covered **by** this Agreement, such employee will be protected against loss of regular **pay** for scheduled work **up to a maximum** of three **(3)** consecutive **working** days **prior to and inclusive of *the day*** of the funeral. "Immediate **family**" **means** parent or step-parent, grandparents, grandchildren, spouse (including same **sex** spouse), sister, **brother, son** or daughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, father and mother of common-law spouse, stepchildren.

In the **case** of death of a spouse and/or children, the employee will be protected against **loss** of regular **pay** for scheduled work up to a **maximum** of five **(5)** consecutive **working** days **prior to and inclusive of the *day*** of the funeral.

15.02 The **Hospital** will consider **any reasonable** requests for unpaid leaves of absence to grieve the loss of relatives **and** personal friends not covered **by** the preceding clause. The Employer, at its discretion, **may grant paid** bereavement leave in **such** circumstances.

15.03 Where **an** employee's scheduled vacation **is** interrupted due to a bereavement, the employee **shall** be entitled to bereavement leave in accordance with Article 15.01.

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

ARTICLE 16 - JURY DUTY: FULL-TIME AND REGULAR PART-TIME EMPLOYEES

- 16.01 A full-time or regular part-time employee who is required, and reports for jury duty in any court of law or is required by subpoena to attend a court of law in connection with a case arising **from** the employee's **duties** at **the** Hospital, or **is** required by subpoena to attend **a** court of law as a crown witness or is required to attend an inquest **arising** from the employee's duties at the Hospital, shall not lose pay at the employee's regular straight time hourly rate, for all regularly scheduled **hours** which the employee would **otherwise** have **worked**, because of such attendance provided that the employee:
- (a) **informs** the Hospital immediately upon being notified that the employee will be required to attend court;
 - (b) presents proof that the employee's attendance **is** required, **and**
 - (c) deposits **with** the Hospital an official receipt for compensation **and** the full amount of compensation received for such jury duty excluding mileage, travelling and meal allowance.

ARTICLE 17 - PREGNANCY AND PARENTAL LEAVE

- 17.01 (a) **An** employee **who** started the employee's employment at least thirteen (13) weeks prior to the start of the leave, upon written request **shall** be granted up to seventeen (17) weeks of **Leave** of Absence for pregnancy.
- (b) An employee must apply in writing **at** least two **(2) weeks** prior to the **start** of the **leave** stating the expected dates for

which the pregnancy leave **is** desired. The request must be accompanied by a certificate from the employee's attending physician specifying the date on **which** delivery **is** expected.

- (c) Written **request** for pregnancy or **parental** leave implies an intention to return to work. The employee must verify **in** the employee's written request for leave that the employee intends to work **and the** expected return date.

An employee **who** wishes to return to work earlier **than** the date the employee originally specified shall give the Hospital two **(2)** weeks notice of the employee's intended date of return.

An employee **who** does not intend to **return** to the employ of the **Hospital** must give the **Hospital two (2)** weeks notice in **writing prior** to the completion **of the** period of pregnancy or parental leave.

- (d) Where an employee with at least thirteen (13) weeks of service becomes **a** parent **as** the result of the **birth** of a child, or **a** child coming into the employee's custody, care and control for the first **time**, such employee **is** entitled to **parental** leave of up to eighteen **(18)** weeks. A "**parent**" also includes **a** person with **whom** a child **is** placed **for** adoption and **a** person **who** is in a relationship of some **permanence** with the parent of the child **and** who intends to treat the child **as** the employee's own.

The employee **shall** endeavour to give the Hospital written

notification at least two **(2)** weeks in advance of the anticipated date of the commencement of the leave of absence **and** of the expected date of return. If, because of late receipt of confirmation of a pending adoption, the employee finds it impossible to request the leave of absence in **writing**, the request may be made verbally and subsequently confirmed in writing.

The leave may commence within one (1) week prior to the anticipated date of delivery or within one (1) week prior to the anticipated date that the child will first come into the custody, care and control of the employee and shall end not later than fifty-three **(53)** weeks after the **birth** or after the child **first** comes into the custody, care and control of the employee. The parental leave **must** begin when the pregnancy leave ends unless the child has not yet **come** into the custody, care and control of a parent for the first time. The cumulative total of pregnancy leave and parental leave **shall** not exceed thirty-five **(35)** weeks.

- (e) When the pregnancy and/or parental leave ends the employee shall be reinstated to the position the employee most recently held with the Employer, if it **still** exists, or to a comparable position if it does not.
- (f) If **an** employee becomes ill **as** a result of a complication arising out of pregnancy, sick leave shall apply up until two **(2)** weeks prior to the estimated date of delivery or the date the leave was to begin, whichever **is** earlier.
- (g) An employee entitled to maternity leave under the terms of

Article 17.01, **who provides** the Employer with proof that the employee **has** applied for **and is** entitled and qualified to receive employment insurance benefits pursuant to the Employment Insurance **Act**, shall be paid an allowance in accordance with the Supplementary Unemployment Benefit **Plan**.

- (h) The total amount of the allowance payable under *this* Supplementary Unemployment Benefit Plan, including Employment Insurance Benefits, other earnings and the **hospital portion, shall not** exceed eighty-four percent (84%) of the employee's normal **pre-leave** weekly earnings at the Hospital. This allowance **shall be paid** after a waiting period of **two (2)** weeks **and** for a maximum period of fifteen (15) weeks.

An employee entitled to parental leave who provides the employer with proof that the employee **has** applied for and **is** entitled and qualified to receive employment insurance benefits pursuant to the Employment Insurance Act, shall be paid **an** allowance in accordance with the supplementary Unemployment Benefit Plan.

The total amount of the allowance payable under this Supplementary Unemployment Benefit Plan, including Employment Insurance Benefits, other earnings **and** the **Hospital** portion, shall **not** exceed eighty-four percent (**84%**) of the employee's normal **pre-leave** weekly earnings at **the Hospital**. This allowance shall be paid after a waiting period of **two (2)** weeks **and** for a maximum period of ten (10) weeks.

17.02 **Adoption Leave**

- (a) Where **an** employee with at least ten (10) months of **continuous** service qualifies to **adopt** a child, such employee may be entitled to a leave of absence without pay for a period of up to three **(3)** months' duration or **such** greater time **as** may be required **up** to a maximum aggregate of **six (6)** months. Such employee **shall** advise the **Hospital as far** in advance **as** possible of having qualified to adopt **a** child, **and** shall request the leave of absence in writing upon receipt of confirmation of the pending adoption. If because of late receipt of confirmation of the pending adoption the employee finds it impossible to request the leave of absence in **writing**, the request **may** be made verbally and subsequently **verified in writing**. Such request for adoption leave **shall** not be unreasonably **withheld**.
- (b) Credit for seniority for full-time employees **shall** not be suspended, but **shall** accumulate **during** such leave.
- (c) This employee shall be reinstated to **the** employee's former position if available, or if not available given a comparable position at not **less than** the employee's wages when he began the employee's leave of absence.
- (d) If persons **are** hired to **replace** employees who are on approved adoption leave **the period** of employment of **such** person will not exceed the adoption leave. The release or **discharge** of such persons **shall** not be the subject of a

grievance or arbitration.

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

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

- (e) **An** employee who adopts a child and takes a parental leave of (18) weeks **shall** be entitled to take a personal leave of eight (8) weeks contiguous with and immediately following the parental leave provided the employee requests this personal leave at the same time that the employee requests parental leave. The employee **shall** not accrue service, but will accrue seniority during this eight (8) week personal leave and **shall** be responsible for the full costs of any premiums for benefits.

Upon returning from the leave, the employee **shall** be reinstated to the position the employee most recently held with the Employer, if it **still exists**, or to a comparable position if it does not.

17.03 The Hospital agrees to provide five (5) days **unpaid** paternity leave.

ARTICLE 18 - EFFECT OF LEAVE OF ABSENCE

- 18.01 (a) In the event a full-time employee's absence without pay from the Hospital exceeds thirty (30) continuous calendar **days**, the employee will not accumulate seniority or service for any purpose under the Collective Agreement for the period of the absence in excess of thirty (30) continuous calendar **days**. The benefits concerned **shall** be appropriately reduced on a pro rata **basis and** the employee's anniversary date adjusted accordingly. During such absence the employee will be responsible for full payment of **all** subsidized employee benefits in which the employee **is** participating. The employee **may** arrange with the Hospital to prepay to the Hospital **the** full premium of such subsidized employee **benefits** during the period of leave in excess of thirty (30) continuous calendar **days** to ensure the employee's continued coverage. **Such** arrangement **may** be a lump **sum** payment or **any** other arrangement provided **the Hospital** receives the premium payment no later **than** the date on which the premium is due.
- (b) In the case of full-time employees **who** are on a leave of absence under the Hospitals of Ontario Disability Income **Plan or who are** on Workers' Compensation, the Hospital **Will** continue the practice of maintaining the employee's applicable **benefits** if the employee so requests and the employee will reimburse the Hospital **for** monies owing. If the **Hospital is** unable to recover monies **from** the employee under this clause, it will **not** seek to recover any monies from the Union.

* Refer to Letter of Understanding designated "Continuation of Benefits".

ARTICLE 19 - WAGES

19.01 (a) For the purpose of calculating any benefits under this Agreement to which an employee is entitled, the regular straight-time rate of pay is that prescribed in Schedule "A", Wage Rates, of this Collective Agreement.

(b) The Schedule "A" attached hereto and forming part of this Agreement contains the classifications and applicable wage rates.

19.02 Where an employee is permanently transferred to a higher-rated job classification, within the bargaining unit, he shall receive the next step in the new salary grid which provides an increase above the rate that he was receiving at the time of the transfer and shall be advanced through the rates for the higher-rated job classification as provided in Schedule "A".

19.03 When a position is reclassified to a classification with a lower maximum salary, an employee who occupies the position when the reclassification is made, is entitled to normal salary progression to the maximum salary rate of the higher classification in effect at the time the reclassification occurs. The employee shall maintain that wage rate until such time as the wage rate of the lower classification exceeds the employee's wage rate.

19.04 New Classification

When a new classification (which is covered by Article 2 of this Collective Agreement), is established by the Hospital, the Hospital shall determine the rate of pay for such new classification and notify the Local Union of the same. If the Local Union challenges the rate, it shall have the right to request a meeting with the Hospital to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Hospital of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Hospital or the date on which the incumbent commenced work in the newly-created classification, whichever is earlier. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit, having regard to the requirements of such classification.

19.05 Lead Hand

Employees who are assigned lead hand duties by the Hospital in its sole discretion, in accordance with Letter #7, shall be paid a premium of forty-five cents (\$.45) per hour in addition to their regular salary and applicable premium allowance.

19.06 Acting Pay

An employee who is temporarily assigned by the Hospital for one (1) complete shift or more to a job classification within the

bargaining unit where the wage rate **is** higher **than** that of the **job** classification to which the employee **is regularly assigned**, shall receive the **next** higher wage rate above the employee's regular wage rate in the job classification to which he **is** temporarily assigned for all hours worked in **the** higher classification.

ARTICLE 20 - PAID HOLIDAYS

20.01 A full-time employee who qualifies under Article 20.04 (a) hereunder, **and a regular** part-time employee who qualifies under Article **20.04 (b)** shall receive the following **paid** holidays:

New Year's Day	Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Employee's Birthday (Effective October 31, 1989)	
3rd Monday in February (Heritage Day if so proclaimed).	

20.02 Should the Hospital **be** required to **observe** additional paid holidays as a result of **legislation**, it is understood that one (1) 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 for twelve **(12)** paid **holidays** remains unchanged.

20.03 (a) Holiday pay for full-time employees is defined as the **amount** of regular straight **time**, hourly pay (seven **and** one-half ($7\frac{1}{2}$) **hours**), exclusive of shift premium which an employee would have received had he worked a normal shift on the holiday **in** question.

(b) Holiday pay for a part-time employee will be computed on the basis of an average of the number of hours which the employee worked on the ten (10) or more days during the four (4) weeks immediately preceding the holiday, up to a maximum of seven and one-half (7-1/2) hours multiplied by the employee's regular hourly rate of pay.

20.04 (a) In order to qualify for pay for a holiday, a full-time employee shall complete a full scheduled shift on each of the employee's working days immediately preceding and immediately following the holiday concerned unless the employee was absent due to:

- (i) Verified illness or accident which commenced within twenty (20) calendar days prior to the holiday;
- (ii) Lay-off for a period not exceeding ten (10) calendar days, inclusive of the holiday;
- (iii) A leave of absence for a period not exceeding ten (10) calendar days inclusive of the holiday;
- (iv) Vacation granted by the Hospital;
- (v) The employee's regular scheduled day off.

(b) All regular part-time employees will qualify for the above-noted holidays in accordance with the Employment Standards Act save and except that the twelve (12) days as referred to in the said Act will be reduced to ten (10) days.

20.05 An employee entitled to holiday pay hereunder shall not receive sick leave pay to which he may otherwise have been entitled.

20.06 (a) A full-time employee who qualifies under Article 20.04 (a) and ~~is~~ required to work on any of the above-noted holidays will, at the option of the employee, receive in addition to shift premium, if applicable, either:

(i) Pay for all hours worked on such day at the rate of one and one-half (1-1/2) times the employee's regular straight time rate of pay in addition to the employee's regular straight time rate of pay (seven and one-half (7-1/2) **hours**), or;

(ii) Pay at the rate of time and one-half (1-1/2) the employee's regular straight time rate of pay for work performed on such holiday and a lieu day off at regular straight time rate of pay (seven and one-half (7-1/2) hours), within thirty (30) days before or after the holiday by mutual agreement or a longer period if mutually agreed upon. Such lieu day off to be selected by the employee and the Department Head by mutual agreement, full consideration being given to the employee's wishes. **Failing** such **mutual** agreement, the lieu day will be paid.

(b) All regular part-time employees who qualify under Article 20.04 (b) and are required to work on any of the above-named holidays, will receive pay for all hours worked on such day at the rate of one and one-half (1-1/2) times their regular straight time rate of pay in addition to holiday pay **as** calculated under Article 20.03 (b).

20.07 An employee who **is** scheduled to **work** on a **paid** holiday and who fails to do **so** shall lose the employee's entitlement to holiday pay unless the employee provides a reason acceptable to the **Hospital** for such absence. The Hospital's judgement of the reason provided shall be fairly and justly exercised.

- 20.08 If a paid holiday falls during **an** employee's vacation, *the* employee's vacation shall be extended accordingly, provided the employee qualifies for the holiday pay.
- 20.09 If a paid holiday **falls** during a full-time employee's regular day off, **another** day off shall be scheduled by the Hospital providing the employee qualifies for the holiday pay. The scheduling of the day off will **be** in accordance with the scheduling provisions **as** set out in 20.06 (a)(ii).
- 20.10 Casual part-time employees will receive holiday pay in accordance with the Employment Standards Act, and shall be paid one and one-half (1%) times their regular straight time rate of pay for **all** hours worked on the paid holidays listed in Article 20.01.

ARTICLE 21 - VACATIONS

21.01 Full-Time Only

- (a) **For** purposes of **determining** vacation entitlement **and** payment for vacation, an employee's continuous service from date of employment will be the governing factor.
- (b) "**Continuous** service" for **the** purpose of **this** Article for an employee hired on a full-time basis shall **be** defined **as** the length of employment of an employee from date of hire which shall be adjusted for all unpaid leaves of absence which exceed thirty (30) consecutive days.
- (c) "Continuous service" for an employee who transfers to full-time from part-time shall be calculated by dividing

part-time **hours** accumulated **as of** the date of **transfer** by **1950 hours where** 1950 hours represents **one (1)** year of service. When the employee has **hours which** do **not** divide into a full year, **then** such **hours shall** be divided by 1950 **and** multiplied by 365 to calculate days in a **partial** year. The employee's date of hire **shall** be backdated from the date of transfer based **on** the number of years and **days** resulting from **this** calculation.

21.02 **The** vacation year **runs** from June 1st to **May 31st** of the **following** year. Vacation earned **up to** and including May 31st in each year, will **be** scheduled to be taken during the twelve (12) month period following **such May 31st**.

21.03 (a) Full-time employees **shall** accrue vacation in accordance with their **individual "continuous service"** and effective the 1991 vacation year, the following **shall** apply:

- (i) **less than one (1)** full year of service as of 31 **May**, vacation will be granted on a pro-rata basis calculated on a **six** percent (6%) rate. Notwithstanding the above, an employee **who is** terminated prior to one (1) year **shall** only be entitled to four percent (**4%**) vacation pay and the Hospital **shall be** authorized to recover any **excess** vacation **pay** from the employee as a result of the pro-rata vacation granted **at** the higher **rate**;
- (ii) **three (3) weeks** vacation with pay after one (1) **year's** service;
- (iii) **four (4) weeks** vacation **with** pay after five (5) years' service;
- (iv) **five (5) weeks** vacation **with** pay **after** fifteen (15) **years'** service.
- (v) **six (6) weeks** vacation with pay after twenty-five

(25)years' service.

(b) All part-time employees of the Hospital will be provided with annual paid vacation on the following basis:

- (i) **Less** than 1,500 hours worked - **an** amount equal to four percent **(4%)** of **gross earnings**;
- (ii) More **than** 1,500 hours worked, but **less** than **7,500 hours** worked - **an** amount equal to **six** percent (6%) of **gross earnings** and three (3) weeks vacation;
- (iii) More **than** 7,500 hours worked, but less *than* **22,500** -**an** amount equal to eight percent (8%) of **gross** earnings and four **(4)** weeks vacation;
- (iv) More **than** 22,500 hours worked, but less **than** 37,500 -**an** amount equal to ten percent (10%) of **gross** earnings and five **(5)** weeks vacation.
- (v) More than 37,500 hours worked - **an amount** equal to twelve percent **(12%)** of **gross earnings** and **six** (6) weeks vacation.,

21.04 For scheduling purposes, employees are required to notify their Department Head (or designate) as to their vacation preference by April **15th** each year. In scheduling vacations, every consideration will be given to the employee's preference. The scheduling of vacation will be done on the basis of the efficient operation of the department. Where the preference of employees in a department conflict **as** to the time period, **then** seniority shall govern.

21.05 During the period from June 15th to September 15th, which is considered to be "prime time", employees will not be scheduled for vacation periods in excess of **two (2)** weeks duration. This

will not preclude the Employer **from** scheduling more than two **(2)** weeks where possible. This provision will apply only in **those** units affected by the number of employees entitled to vacation. Each employee in **such** a unit **shall** be given a fair opportunity to receive vacation during the **said** "prime time".

21.06 Employees will not be permitted to accumulate vacation credits in excess of the **following**, except **that** the Hospital will consider the written request of an employee to accumulate credits in excess of those specified below:

- (a) one (1) to nine (9) years - **twenty (20)** days;
- (b) nine (9) to **twenty (20)** years - **twenty-five (25)** days;
- (c) **twenty (20) and** each succeeding year - **thirty (30) days**.

21.07 An employee who transfers **from** part-time to full-time shall be paid all outstanding vacation pay as **of** the date of transfer. Vacation earned during the **normal** full-time **vacation** entitlement period will be calculated on a pro rata basis.

21.08 On transfer from full-time to part-time status, all outstanding vacation entitlements from full-time service **may**, at the employee's option, be cashed out or taken at a **time** mutually agreeable to the employee **and** the Employer.

21.09 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

serious illness or injury requiring the employee to be treated as an inpatient in **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 provision will **not** be counted against the employee's vacation credit.

ARTICLE 22 - HOURS OF WORK

- 22.01 (a) The **Hospital** does not guarantee any hours of work per day, or days of work per week **with** respect to any employee covered by **this** Agreement
- (b) The **Hospital shall** not contract **out** any work **usually** performed by members of **the Bargaining Unit** if by result **of** such **contracting out a** lay off or reduction in posted regularly scheduled hours of any employee other than **casual part-time employees follows**. Contracting **out** to an employer who is organized and who will employ the employees of the bargaining unit **who** would otherwise be laid off is not a breach of this provision.
- (c) Employees not covered by the terms of **this** Agreement will not perform **duties normally** assigned to those employees who are covered **by** this Agreement, except for the purpose of instruction, experimentation or in emergencies when regular employees are not readily available.

NOTE: The purpose **of** this clause is the protection of the work of **the** bargaining unit **and not the** broadening of that

work to other areas.

22.02 (a) The **normal** hours of **work** for all full-time employees **shall** be seven and **one-half (7-1/2) hours** of work per **day** exclusive of **an unpaid** meal break **and** thirty-seven and one-half **(37-1/2) hours** of work per week.

(b) A "Regular Part-Time" employee is **an** employee **who** makes a commitment to be available for **work** on **some** predetermined basis **and** in respect of **whom** there **is** a predetermined schedule.

(c) A "Casual **Part-Time**" employee **is** defined **as** a person who is not **prescheduled**, **but** is available to **work** **as** required by the **Hospital**.

(d) Commitment for Regular Part-Time Employees
As a regular part-time service employee, I will **be** available to **work** according to **the** following conditions:

- to work a minimum of six (6) **full tours** per two **(2)** week period;
- available twelve **(12) months** a year less **the allowable** vacation entitlement;
- available for one (1) **weekend** in two **(2) when** required by the Hospital;
- available for **six (6)** of the following holidays, two **(2)** of which, when required **by** the Hospital, will be those that fall between the date of May 15th to September 15th of each year:

(Holidays: New Year's Day, 3rd Monday in February (Heritage Day if so proclaimed), Good Friday, Easter Monday, Victoria Day, Canada

Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day.)

- available for the Christmas period (including Christmas Eve, Christmas Day **and** Boxing Day) or **New** Year's period (including New Year's Eve **and** New Year's Day) on alternate **years** and in **turn** will be eligible for a minimum of five (5) days off for the above period not worked.

- (e) **A** weekend off shall be **defined** as at least fifty-six (56) consecutive hours scheduled off duty during the period from completion of the Friday day shift until commencement of the Monday day shift.

22.03 Authorized work **performed** in excess of seven and one-half (7-1/2) **hours** of work per day and/or seventy-five (75)hours of work over the scheduling period **shall** be considered **as** overtime and paid for at the rate of time and one-half (1-1/2) the employee's straight time hourly rate of pay.

A Regular Part-Time employee who works **an** additional shift on the same day shall be paid at the employee's straight time hourly rate of pay, not overtime, as long as there is an eight (8) hour **interval** between shifts and the employee does not work more than **seventy-five** (75)hours over the scheduling period.

22.04 **(a)** Employees **shall** be entitled to a paid rest period of fifteen (15) consecutive minutes in both the first half and the second half of a seven and one-half (7 1/2) hour shift.

(b) Effective August 14, 1990, an employee required to **work** overtime of two **(2)** hours or more at the end of a regular shift shall be entitled to a fifteen (15)minute **paid** break

prior to the commencement of the overtime and shall be provided **an** adequate meal or a four dollar (\$4.00) meal allowance.

22.05 **The Hospital** will endeavour to meet the following scheduling objectives for full-time employees:

- (a) Normally, schedules shall provide for not more than seven (7) consecutive **days of** work, as long **as** four (4) days off are scheduled each fourteen (14) days. In any two (2) week period, **at** least two (2) consecutive days off will be scheduled. The remaining two (2) days off **may** be split **as** determined by the **Hospital's** need;
- (b) Every third weekend off;
- (c) In the case of changes in shifts assigned in accordance with **the** schedule, there **will** be an **interval** of not less **than** sixteen (16) consecutive **hours** duration failing which an employee **will** be paid at the rate of time and one-half (1-1/2) the employee's regular rate of **pay** for the **first** shift worked, but not for **any** subsequent shifts. With mutual agreement **an** interval of twelve (12) hours may be agreed;
- (d) Work schedules **shall** be posted **two** (2) weeks in advance to **cover** at least a four (4) week period. Where the **Hospital** initiates **a** change in the posted work schedule, the Hospital will give forty-eight (48) **hours'** notice failing which an employee will be paid at the rate of **time** and one-half (1-1/2) the employee's regular rate of pay **except** in circumstances beyond the control of the Hospital;
- (e) Employees will be paid time **and** one-half (1-1/2) their regular rate of pay for **all hours** worked on **a** third **and all** subsequent consecutive weekends save **and** except where:
 - (i) Such weekend has been worked by the employee to satisfy the scheduling of specific days off requested **by** the employee.
 - (ii) **An** employee has requested weekend work.
 - (iii) Such weekend is worked **as** a **result** of an exchange of shifts with another employee **and**

which exchange can only be made **with** the **approval** of the department head or designate.

- (f) Full-time employees shall receive a forty-eight (48) hour break following their scheduled night shifts.
- (g) All of the above objectives may be altered by mutual agreement of the parties;
- (h) By agreement of the parties, the following provision will be settled by vote of the Union membership and both parties agree to be governed by the result of the vote:

"The master rotation will be strictly adhered to when it comes to Statutory Holidays. Employees scheduled will work and the provisions of Article 20 shall apply. If there are more employees scheduled **than** are needed, then the Statutory Holiday **will** be offered "off" to the most senior employee scheduled to work and **so** on down the line."

NOTE: The above provision was ratified by Local 465 on October 22, 1985.

22.06 Premium Payments

It is understood and agreed that there **will** be no duplication of premiums under this Agreement nor pyramiding of overtime.

22.07 It is understood normal hours include those required to accommodate the change **from** Daylight Saving **Time** to Standard Time and vice versa to which the other provisions of the Article dealing with hours of work and overtime do not apply. It is further understood that the amount of **regular pay** for a full **normal** shift worked shall **not** be affected by reason of the change in **the** number of normal hours worked in consequence **of** such change from Daylight **Saving** Time to Standard Time **and** vice versa.

22.08 Shift Premium

The Hospital will pay a shift premium of four percent **(4%)** of the basic wage rate for hours worked **during the afternoon** or night shift. For purposes of clarity, shift premium shall be paid for each **hour** worked where **the** majority of hours in the shift fall between **1500 hours** and **0700** hours.

22.09 The **overtime** provision **as** provided for in Clause 22.03 will not apply where full-time employees in specific units in the **Nursing** Department **are** working a schedule to their choice that requires them to work **more than** ten (10) days in a pay period, and not more than twenty (20) regularly scheduled shifts in any two **(2)** consecutive pay periods.

22.10. The **Hospital shall** pay a weekend premium of forty-five cents (45¢) per hour for all hours worked between **2400 hours** on **Friday** and **2400** hours on Sunday.

ARTICLE 23 - REPORTING PAY, CALL-IN AND STANDBY

23.01 Reporting Pay

Employees **who** report for **any** scheduled shift will be guaranteed at least four **(4)** hours of work or, if no work is available, **will** be paid at least four **(4) hours** unless work is not available due to conditions beyond **the control** of **the** Hospital. **The** reporting allowances outlined herein **shall** not apply whenever **an** employee **has** received prior notice not to report for work. Notwithstanding the above, **a** regular part-time Registered Nursing Assistant (RNA) who is **notified** less **than** twenty-four **(24)** hours prior to the cancellation of a shift **shall** be entitled to the above reporting **allowance**.

- 23.02 (a) A full-time employee called back to work after leaving the premises, who reports to work outside the employee's normal scheduled hours of work, will receive, no matter what period of **time is** actually worked, no less **than** the equivalent of four **(4)** hours pay at **the** employee's regular straight time hourly rate. For purposes of clarity, this paragraph shall not apply to employees who are scheduled to work overtime by reporting to **work** before the commencement of their **normal** shift. Any **calls** that occur **during** the minimum guarantee period will be covered by the minimum guarantee. Hours worked **during** call-in will be paid at time **and** one-half (1-1/2) the employee's regular straight-time hourly rate.
- (b) A part-time employee **called** back **to** work after leaving the premises and **within** eight (8) hours following completion of the employee's shift, will **receive**, no matter what period of time **is** actually worked, no less **than the** equivalent of four **(4)** hours pay **at** the employee's regular straight time hourly **rate**. For purposes of **clarity, this** paragraph shall not apply to employees **who** are scheduled to work overtime by reporting to work before **the** commencement of their normal shift. Any **calls** that occur during the minimum guarantee period will be covered by the minimum guarantee.

23.03 **Standby**

An employee **who is** required to remain available ~~for~~ **duty** on standby outside the **working** hours for that particular employee, shall receive standby pay in the amount of twenty percent (20%)

of basic wage rate for all **hours** of **standby**. When **an** employee is called in to **work**, **the** standby allowance per shift shall remain payable.

ARTICLE 24 - HEALTH AND WELFARE BENEFITS
(Full-Time Employees Articles 24.01 to 24.10 apply)
(Part-Time Employees Article 24.11 only applies)

PREAMBLE:

The parties agree that **the** Employer's liability for Extended Health Care, Dental, Semi-Private, Life Insurance, and Long Term Disability benefits in this article is limited to payment of premiums to the carrier. The Employer will use **its** best **efforts** to assist the employee to resolve a problem **with** the insurance carrier.

24.01 Extended Health Care (EHC)

The Hospital agrees to contribute on behalf of each eligible full-time employee in the active employ of the Hospital eighty percent (80%) of the **billed** premium for an Extended **Health** Care Plan - ten to twenty dollars (\$10.00- \$20.00) deductible (Blue **Cross** or equivalent), subject to **the** terms **and** conditions of such plan.

Eye care coverage providing one hundred dollars (\$100.00) per person within a two **(2)** year period for **the** cost of **glasses**, shall be included in the **E.H.C.** Plan.

Respecting out-of-country coverage, the Hospital is willing to assume the dollar liability equivalent to what exists in Canada

(e.g., Broken Arm Canada = \$500.00

U.S. = \$1,000.00

Hospital Liability Portion = up to \$500.00

24.02 Dental Plan

Effective August 14, 1990, the Hospital **agrees** to contribute on behalf of each eligible full-time employee in the active employ of the Hospital seventy-five percent (**75%**)of the billed premium for Blue **Cross Dental Plan #9** or equivalent, providing coverage at current ODA Fee Schedule, subject to the terms and conditions of such **Plan**.

24.03 Group Life Insurance

The Hospital agrees to pay one hundred percent (100%)of the billed premium for coverage of eligible full-time employees under the Group Life Insurance Plan for each employee in the active employ of the **Hospital**. The amount of coverage will be twice (2x) the employee's **annual salary**. **An** employee is not eligible to **join** the plan **until** the employee has been employed for a period of three (**3**) months at which time it then is a condition of employment that the **employee** must join the plan.

The **Hospital** will make its current dependent insurance program available to the employees in this bargaining unit. The employee pays 100% of a **fixed** premium to purchase insurance for a dependent spouse.

24.04 Semi-Private (Blue Cross)

The Hospital agrees to contribute on behalf of each eligible full-time employee in the active employ of the **Hospital**, one hundred percent (100%)of the billed premium for **Blue** Cross Semi-Private coverage.

24.05 Hospitals of Ontario Pension Plan (HOOPP)

Full-time employees as a condition of employment must enroll in

the **Hospital** of Ontario Pension Plan (HOOPP) in accordance with the provisions **and** requirements of **the** plan.

24.06 Hospitals of Ontario
Disability Income Plan (HOODIP)

The Hospital will assume total responsibility for providing **and** funding a **short** term sick leave plan at least equivalent to that described in the current Hospitals of Ontario Disability Income **Pian** (HOODIP brochure).

The **Hospital** will **pay** seventy-five percent (**75%**) of the billed premium towards coverage of eligible full-time employees under the **long** term disability portion of the **Plan** (HOODIP or an equivalent plan). The employee will pay the balance of the billed premium **through payroll** deduction. Full-time employees **must,** **as a** condition of employment, **join** the **Plan** in accordance with **the terms and** conditions of **the Plan,** except **that** the Hospital will pay the appropriate rate in the Plan for the first **two** (2) days of the **fourth** and subsequent illness.

24.07 Change of Carrier

The Hospital may at any time substitute another carrier for any **plan** (other **than** OHIP) provided that the benefits conferred thereby are **not** in total decreased. Before making such a **substitution,** the Hospital shall notify the **Union** to explain the proposed change **and** then ascertain the views **of** the employees. **Upon a** request by the Union, **the Hospital shall** provide to the Union full specifications of **the benefit programs** contracted for **and** in effect for employees covered herein.

24.08 In the event of a lay-off of **a** full-time **employee,** **the** Hospital **shall** pay its share of insured benefit premiums up to the **end** of

the month in **which** the lay-off occurs. The employee may, if possible, under the terms and conditions of the insurance benefits programs continue to pay the full premium cost of a benefit or benefits for up to three **(3)** months following the end of the month in **which** the lay-off occurs. Such payment can be made through the **Payroll** Office of the Hospital provided that the employee informs the **Hospital** of the employee's intent to do so at the time of the lay-off, **and** arranges with *the* Hospital the appropriate payment schedule.

24.09 The **Union shall** be provided with an annual report of **all** insurance **plans** and the Hospital **shall** discuss with the Union any improvements in benefits that are possible.

24.10 In order to maintain income **during** periods of **illness** or injury, the Employer agrees to continue **salary** for full-time employees absent in excess of one (1) pay period, at **the** level of benefit **entitlements under** the **Hospitals** of Ontario Disability Income Plan (HOODIP), including Unemployment Insurance (UIC), **and** the Workers' Compensation Act (WCA) excluding pensions. It is agreed that on receipt of any monies from HOODIP (including UIC) or WCA for such illness or **injury**, such **monies shall** be remitted immediately by the employee to the Employer or by authorizing **the** assignment of WCB income to the **Hospital**. At no time **shall** the **income** advancement exceed the amount an employee is entitled to from **any** of these insurances **and** benefits. Employees absent for less **than** one (1) pay period **shall** continue with the existing entitlements and processes under the HOODIP and WCA plans.

The parties agree that **the** Employer's only responsibility under

this article is to provide temporary financing while the employee's application for benefits **is** under review. The Employer is not responsible for acting **as** an insurer in the event that the employee is not eligible for, or is refused benefits. The Employer **shall** not be required to continue to pay monies under this article if the employee does not comply with the requirements of the HOODIP carrier or the WSIB or if the employee's claim is **not** approved.

24.11 Percentage in Lieu of Benefits

Part-time employees **shall** receive in lieu of all fringe benefits (being those benefits to **an** employee paid in whole or in part of direct compensation or otherwise, save and except **salary**, vacation pay, shift premium, standby pay, reporting pay, call-back guarantee, responsibility allowance, court attendance, bereavement **pay**) **an** amount added to the employee's earnings equal to twelve percent (**12%**) of that portion of the employee's earnings based on the employee's regular straight time rate of pay and regular **hours** worked in each pay period.

Part-time employees working in **term** positions shall continue to remain part-time employees for the purposes of Article 24.11.

ARTICLE 25 - BULLETIN BOARDS

25.01 The Hospital will provide bulletin **board** space in areas designated **by** the Hospital for the purpose of posting notices regarding meetings and other matters restricted to **Union** activity. All such notices must be signed by **an officer** of the Local Union **and** a copy provided to the Personnel Director or **his** designate prior to being posted.

ARTICLE 26 - MISCELLANEOUS

26.01 **Printing of Agreement**

The Hospital will share the cost of printing of **this** Agreement with the Union **on** an equal share basis.

26.02 **Correspondence**

All correspondence between the parties, arising out of **this** Agreement or incidental thereto, **shall** pass to and from the Executive Director of the **Hospital** (or **his** designate) **and** the President of Local 465 of the Union or designate.

26.03 **Retirement**

Retirement shall be in accordance with the Hospitals of Ontario Pension Plan (HOOPP). The employee's employment **may** be extended **at** the discretion of the **Hospital**.

26.04 **Personnel Files**

An employee may have access to the employee's personnel file **annually** or more frequently if it **is** deemed by the Hospital to be appropriate. This access shall be at **a** mutually agreeable time and in the presence of a Hospital official. The employee shall not require prior **permission** of the employee's supervisor to **have** access, but **will** require permission to leave the workplace.

26.05 **Documentation**

- (a) In the event an **employee** is disciplined and the discipline may potentially **lead** to a suspension or discharge, the employee will be provided with **a** written statement of the

matters concerning the discipline and the suspension or discharge, if applicable.

(b) The **Hospital** shall provide a copy of any non-standard letter about a current employee sent to any **agency outside** the Hospital to the employee at the address on the Hospital records.

26.06 An employee **who** completed more **than half the** employee's shift **shall** be paid the balance of the shift if he leaves **work** due to sickness or **accident**.

26.07 Uniforms

Where the **Hospital** provides uniforms for female employees, proper **fitting** uniforms shall be provided for such employees while they are pregnant.

26.08 Tool Allowance

Effective October 31st, of each year, the Hospital **shall** pay an allowance of **forty dollars** (\$40.00) for that **one** year period to each employee **who** is required to provide some of **the** employee's own tools or equipment,

26.09 Courses

Where an employee **is** taking a course required by the Hospital, **all** time lost by **the** employee **taking** the course will be paid for by **the** Hospital. The Hospital shall **continue its policy** of paying for **tuition and** reasonable expenses for any courses authorized by **the** Hospital, in which costs are approved in advance.

26.10 Job Description

The Hospital **shall** provide the Union **with** copies of **all** existing

job descriptions and **with** revised ones as they become available.

26.11 **Lockers and Change Rooms**

The Hospital shall endeavour to supply lockers **and** change rooms for employees where necessary.

26.12 **Union Office**

The Hospital agrees to provide **an** office for the use of the **Union** on the **Hospital's** premises. The parties agree to work out the details at **the** Labour Management Committee.

26.13 **Safety Footwear**

Where the Hospital requires **an** employee to wear protective footwear, it will reimburse the employee for **the** cost of approved safety footwear **up** to a **maximum** of forty dollars (\$40.00) per year, upon presentation of proof of purchase.

ARTICLE 27 - HEALTH AND SAFETY COMMITTEE

27.01 The parties agree to institute **an** Occupational **Health and** Safety Committee as provided for under **the** Occupational Health and Safety legislation of **Ontario**. This Committee will meet regularly and discharge all responsibilities under the legislation.

27.02 The parties agree to cooperate fully in implementing the provisions and intent of the Occupational Health and Safety Act of Ontario in order to promote the safety and well-being of all employees and the community.

ARTICLE 28 - GENERAL

28.01 All shift schedules are to be written in ink or typed, and signed.

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ARTICLE 29 - RETROACTIVITY

29.01 **The** wage schedules as set out in Schedule "A" shall be applicable to **all** employees on the active payroll of the Hospital on **the** date of ratification. Wages shall be paid retroactively based on the straight time payment for **all hours paid**. Other provisions **shall** be **paid** retroactively as specified in the clauses concerned.

29.02 Employees in the active employ of **the Hospital** on or after November 1, 1990, **who** have left the employ of the Hospital shall be entitled to receive any retroactive payment based on **straight** time payment for all **hours** paid from November 1, 1990, and the date of their leaving **and** the **same** approach **shall** be used for all other entitlements. Within thirty (30)days after signing of the Collective Agreement, the **Hospital** will contact, such employees by letter at the **employee's address** last **known** to the Hospital. **Such** employee will have thirty (30)days from the date on which the letter was sent, to claim retroactive payment, failing which the Hospital will be deemed to have fulfilled its requirements and any further claim by an employee will be **null** and void.

ARTICLE 30 - TERM OF AGREEMENT

30.01 This Agreement will remain in 'full force **and** effect from November 1, 1997 to October 31, 2000 **and** from year to year thereafter unless either **party** gives to **the** other, no more than ninety (90) **days** before the date of termination, notice of **its** desire to terminate the Agreement or **of** proposed revision of this Agreement.

30.02 Negotiations shall commence within fifteen (15) days of said notice or such longer period of time as may be agreed to by the parties to this Agreement. The notice having been served by either party the Agreement will remain in effect pending the execution of a new Agreement.

SIGNED AT KINGSTON, ONTARIO, this 26 day of November, 1998.

**THE ONTARIO PUBLIC
SERVICE EMPLOYEES UNION**

[Handwritten signature]

Patricia Ball

Miss Baker

E. H. [unclear]

[unclear]

1.0.0.1

**THE RELIGIOUS HOSPITALERS
OF ST. JOSEPH OF THE
HOTEL DIEU OF KINGSTON**

[Handwritten signature]

[unclear]

[unclear]

Laurie Kirk

[unclear]

D. McPhaie

SCHEDULE 'A' WAGE GRIDS

WAGE RATES AND CLASSIFICATIONS

CLASSIFICATION:

ATTENDANT: C.S.R., Dietary, Distribution Dispatcher, Housekeeping, Linen, O.R., Porter, Respiratory, **Special Needs Worker**

DATE	START	A1Y	A2Y
November 1, 1997	14.59	14.83	15.07
May 1, 1999	14.88	15.13	15.37
May 1, 2000	15.18	15.43	15.68

STORES CLERK, PHARMACY ATTENDANT, DUPLICATOR OPERATOR:

DATE	START	A1Y	A2Y
November 1, 1997	14.89	15.16	15.42
May 1, 1999	15.19	15.46	15.73
May 1, 2000	15.49	15.77	16.04

DATE	START	A1Y	A2Y
November 1, 1997	15.02	15.34	15.65
May 1, 1999	15.32	15.65	15.96
May 1, 2000	15.63	15.96	16.28

BAKER:

DATE	START	A1Y	A2Y
November 1, 1997	15.00	15.32	15.65
May 1, 1999	15.30	15.63	15.96
May 1, 2000	15.61	15.94	16.28

WARD AIDE:

DATE	START	A1Y	A2Y
November 1, 1997	15.16	15.41	15.65
May 1, 1999	15.46	15.72	15.96
May 1, 2000	15.77	16.03	16.28

DATE	START	A1Y	A2Y
November 1, 1997	15.42	15.67	15.94
May 1, 1999	15.73	15.98	16.26

ASSISTANT CHEF:

DATE	START	A1Y	A2Y
November 1, 1997	15.82	16.14	16.45
May 1, 1999	16.14	16.46	16.78
			17.12

CASE CART TECHNICIAN, O. R. ATTENDANT:

DATE	START	A1Y	A2Y
November 1, 1997	15.94	16.20	16.45
May 1, 1999	16.26	16.52	16.78
May 1, 2000	16.59	16.85	17.12

DATE	START	A1Y	A2Y
November 1, 1997	16.25	16.51	16.77
May 1, 1999	16.58	16.84	17.11
	16.91	17.18	17.45

JUNIOR MECHANIC, JUNIOR CARPENTER, JUNIOR ELECTRICIAN, PAINTER, GROUNDSKEEPER:

DATE	
November 1, 1997	16.78
May 1, 1999	17.12

CARPENTER, ELECTRICIAN, MECHANIC, PLUMBER, PAINTER (WITH IND. CERTIFICATE) AND LOCKSMITH:

DATE	
November 1, 1997	18.19
May 1, 1999	18.55

**REGISTERED PRACTICAL NURSE, DETOX WORKER,
PHYSIOTHERAPY ASSISTANT:**

DATE	START	A1Y	A2Y
November 1, 1997	18.10	18.34	18.56
May 1, 1999	18.46	18.71	18.93
May 1, 2000	18.83	19.08	19.31

PART-TIME WAGES AND PROGRESSION

Regular and Casual Part-Time Employees

- Will advance on the above **wage grid** in their applicable **classification** after completing **1500 hours worked to equal one (1) year** and **3000 hours worked to equal two (2) years.**

LETTER OF INTENT #1

BETWEEN

HOTEL DIEU HOSPITAL, KINGSTON

AND

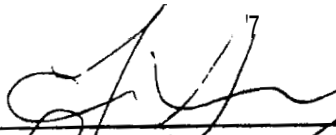
**ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND ITS LOCAL 465**

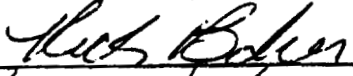
The Hospital hereby agrees that it shall endeavour to schedule full-time employees off **work two (2)** weekends in every four **(4)**. In the event that the Hospital deems it necessary to schedule **any** employee in accordance with Clause 22.05(b) of the Collective Agreement, the **Hospital** will meet **with** the Union to **discuss** the matter prior to implementation.

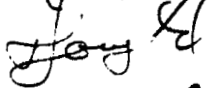
SIGNED AT KINGSTON, ONTARIO, this 26 day of November 1998.


**FOR THE ONTARIO PUBLIC
SERVICE EMPLOYEES UNION
DIEU**

**FOR THE RELIGIOUS HOSPITALERS
OF ST. JOSEPH OF THE HOTEL
OF KINGSTON**

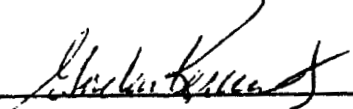


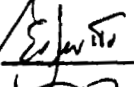
Patricia Bates


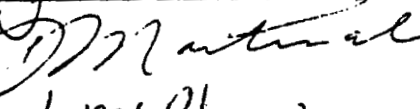
Herb Baker



Jay D


Leah



Charles Keenan


J. J. McPherson


D. McPherson


R. Lawrence

LETTER OF UNDERSTANDING #3

BETWEEN

HOTEL DIEU HOSPITAL, KINGSTON

AND

**ONTARIO PUBLIC SERVICE EMPLOYEES
AND ITS LOCAL 465**

This is to confirm that employees **who** currently enjoy a greater vacation entitlement **than as** provided for in Article 21 - Vacations of the Collective Agreement, **will** continue to receive the applicable entitlement, during the term of **this** Agreement.

SIGNED AT KINGSTON, ONTARIO, this 26 day of November, 1998.

**FOR THE ONTARIO PUBLIC
SERVICE EMPLOYEES UNION**

**FOR THE RELIGIOUS HOSPITALLERS
OF ST. JOSEPH OF THE HOTEL DIEU
OF KINGSTON**

[Handwritten signature]
Patricia Stiles
Rick Baker
E. J. [unclear]
Joy [unclear]
Leah [unclear]

[Handwritten signature]
Chick
E. J. [unclear]
D. Macdonald
d. McPhee
R. [unclear]

LETTER OF UNDERSTANDING #4

BETWEEN

HOTEL DIEU HOSPITAL, KINGSTON

AND

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND ITS LOCAL 465**

Subject: "Continuation of Benefits"

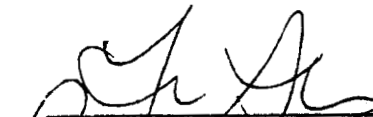
Article 18 - Effect of Leave of Absence

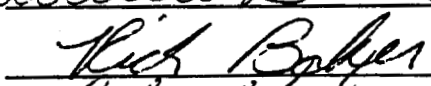
18.01 (b) addresses the matter of the continuation of benefits. The attached contains the present practice and which practice will be continued throughout the term of this Collective Agreement.

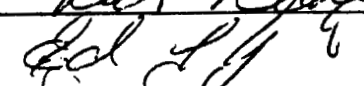
SIGNED AT KINGSTON, ONTARIO, this 6 day of November, 1998.

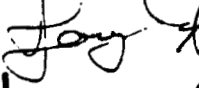
**FOR THE ONTARIO PUBLIC
SERVICE EMPLOYEES UNION**


**FOR THE RELIGIOUS HOSPITALLERS
OF ST. JOSEPH OF THE HOTEL DIEU
OF KINGSTON**



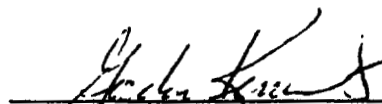
Patricia Bates


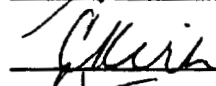
Rick Baker


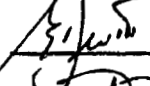
Ed Ly


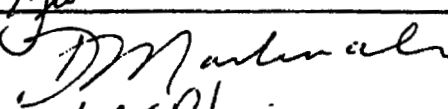
Jay



Leah




John Kent


Chris


Jim


D. Martineau


L. McPhee


P. Lawrence

**HOSPITAL'S CURRENT PRACTICE IN THE MATTER OF
EMPLOYEE PARTICIPATION IN APPLICABLE
HEALTH & WELFARE BENEFITS WHILE ON
PAID AND/OR UNPAID LEAVE OF ABSENCE**

W.C.B.:

Hospital continues to pay its portion and employees' portion as well. When employee returns, the portion the employee normally would have contributed will be recouped. (OHA Pension, Canada Pension, Unemployment Insurance, Credit Union, United Fund, Union Dues, etc., are suspended.)

Short Term Sick Plan:

While on it, same coverage **as** when working.

U.I.C. (Sickness):

Hospital portion of contributions ceases. We will issue transfer **forms** to employee to go on pay direct or to spouse's **plan**. Employee may **qualify** for premium assistance for OHIP. LTD and Group Life premiums are the employee's responsibility until the premiums are waived by the Insurance Carrier.

H.O.O.D.I.P. L.T.D.:

Same as for U.I.C.

Maternity Leave:

First thirty (30) days are normal coverage. Hospital portion of contributions ceases. If requested prior to commencement **of** leave Hospital will deduct sufficient payment to maintain Medical Insurance and Group Life during L.O.A.

Leave of Absence Without Pay (More than 30 days):

First thirty (30) days normal coverage. Hospital portion of contributions

ceases. If requested prior to commencement of leave, Hospital will deduct sufficient payment to ~~maintain~~ Medical Insurance and Group Life ~~during~~ Leave of Absence.

Leave of Absence Without Pay (Less than 30 days):

Hospital will continue to contribute its **share** and employee **portion** will be deducted from earnings upon **return** or in advance of leave if requested.

LETTER OF UNDERSTANDING #5

BETWEEN

HOTEL DIEU HOSPITAL, KINGSTON

AND

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND ITS LOCAL 465**

Re: Consecutive Weekends Worked

The Hospital **and** Union agree the following shall apply for consecutive weekends worked:


The Hospital agrees **that** if it offers work on a **third** (3rd) and consecutive weekend and an employee accepts, then it understands there **is** no premium. The Hospital **will** not require a regular part-time employee to **work** a third (3rd) consecutive weekend.

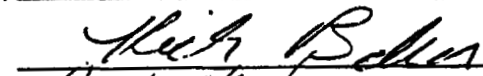
This also applies where the **Hospital** offers work on the second (2nd) weekend which is the employee's **weekend** off. Acceptance of such an offer does not **mean that** the next weekend, which **is** the normal scheduled weekend would be at premium **pay**.

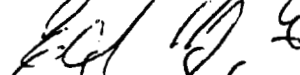
SIGNED at Kingston, Ontario, this 26 day of November, 1998.


**FOR THE ONTARIO PUBLIC
SERVICE EMPLOYEES UNION**

**FOR THE RELIGIOUS HOSPITALLERS
OF ST. JOSEPH OF THE HOTEL DIEU
OF KINGSTON**




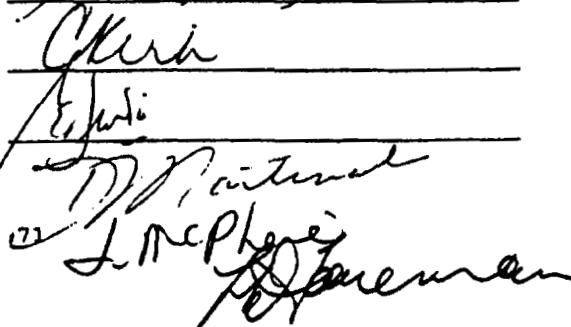
Patricia Bates


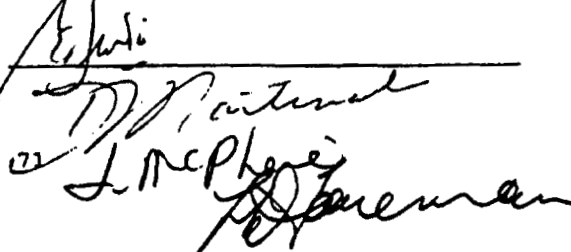
Keith Baker


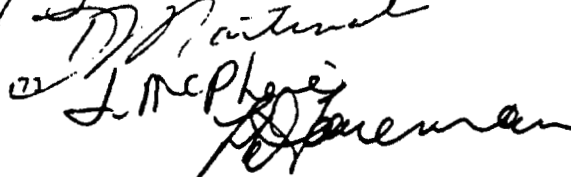
John G. G.


Leah



John G. G.


J. McPherson


J. McPherson


J. McPherson

LETTER OF UNDERSTANDING #6

BETWEEN

HOTEL DIEU HOSPITAL, KINGSTON

AND


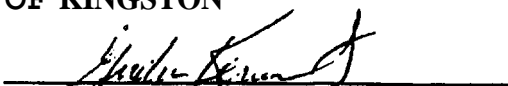
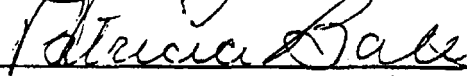
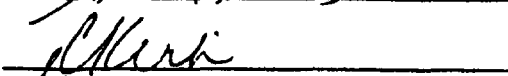
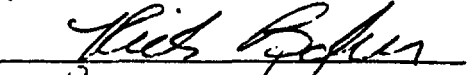
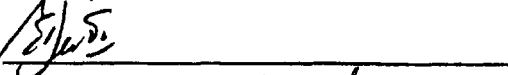



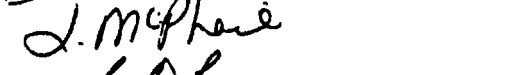




**ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND ITS LOCAL 465**

The **Hospital and the** Union agree that notice of Union **activities and meetings shall** be permitted to be posted in **all** areas of the **Hospital** where **Local 465 members work**. **This shall** apply to all **existing** buildings as well as any other **locations** that may be acquired or used by the **Hospital**.

SIGNED at Kingston, Ontario, **this 26** day of November, 1998

**FOR THE ONTARIO PUBLIC
SERVICE EMPLOYEES UNION**

**FOR THE RELIGIOUS HOSPITALLERS
OF ST. JOSEPH OF THE HOTEL DIEU
OF KINGSTON**

LETTER OF INTENT #7

BETWEEN

HOTEL DIEU HOSPITAL, KINGSTON

AND

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND ITS LOCAL 465

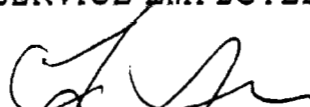
Lead Hand

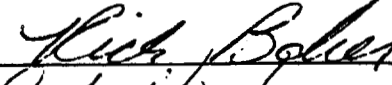
The Hospital hereby confirms the duties of a Lead Hand. In conjunction with or during the absence of the employee's supervisors and the employee's regular duties, a Lead Hand **assigns staff** to work areas, **reassigns staff** in cases of **illness** or absence, records and controls usage of supplies and equipment, **is alert** for safety **hazards**, reports equipment and maintenance repairs, monitors assigned areas on a regular basis, and such duties that are specific to individual areas or departments. The Lead **Hand duties** will not normally constitute more **than** twenty-five percent (25%) of a working day.


SIGNED at Kingston, Ontario, this 26 day of November, 1998.


FOR THE ONTARIO PUBLIC
SERVICE EMPLOYEES UNION

FOR THE RELIGIOUS HOSPITALLERS
OF ST. JOSEPH OF THE HOTEL DIEU
OF KINGSTON

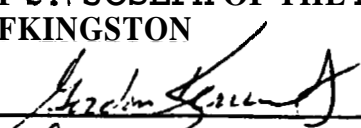



Patricia Bates


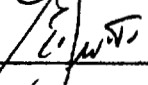
Lisa Baker



Joy P.


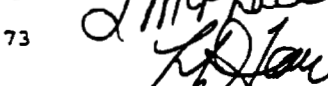
Lead Hand




Gordon Stewart


Chris


E. Stewart


D. Martineau


L. McPherson


R. Sturman

LETTER OF INTENT #8

BETWEEN

HOTEL DIEU HOSPITAL, KINGSTON

AND

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND ITS LOCAL 465**

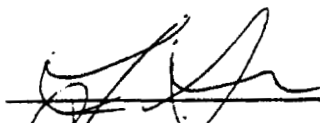
Subject: "Posting for Full-Time Vacancies"

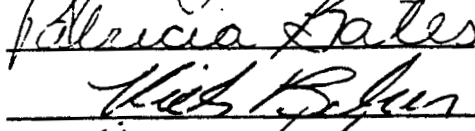
When a full-time employee vacates a position, the Hospital will review its requirements. In the event that the Hospital reasonable determines that it has a requirement for a full-time employee in that position, it will post the vacancy as a full-time position.

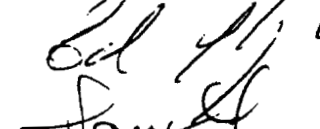
SIGNED at Kingston, Ontario, this 26 day of November 1998

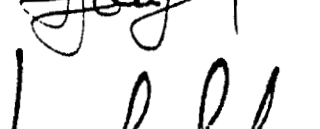
**FOR THE ONTARIO PUBLIC
SERVICE EMPLOYEES UNION**


**FOR THE RELIGIOUS HOSPITALLERS
OF ST. JOSEPH OF THE HOTEL DIEU
OF KINGSTON**



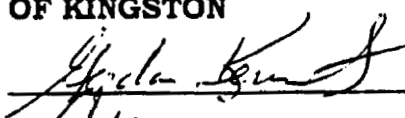
Patricia Bates


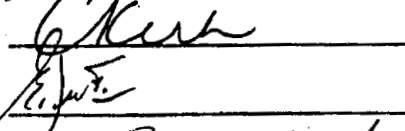
Keith Baker


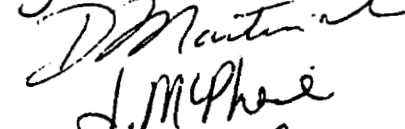
Ed M. G.



Joyell


Leah



Lydia Kent


G. Kersh


J. J. J.


D. M. M.

LETTER OF UNDERSTANDING #9

BETWEEN

HOTEL DIEU HOSPITAL, KINGSTON

AND

THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION

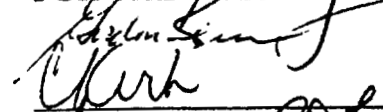
AND ITS LOCAL 465

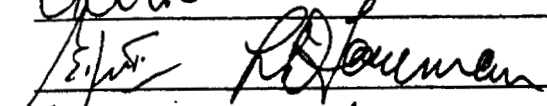
The Hospital agrees that in distributing additional shifts among part-time employees it will be guided by the following principles:

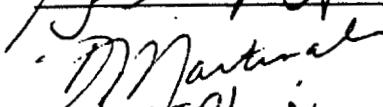
1. The Hospital agrees that Regular Part-Time (RPT) employees will be offered **additional shifts first**. Only if the RPT refuses the shifts, will the shifts then be offered to Casual Part-Time employees.
2. The parties agree that the Hospital *is* not required to offer a Regular **Part-Time** employee additional shifts where **doing** so would place a Regular **Part-Time** employee in a premium pay situation, or where it would violate the scheduling provisions of the **Collective** Agreement.
3. The additional shifts **will** be offered in "singles" or in "blocks", **and** will be offered in addition to, or in place of, the **Regular Part-Time's** regularly scheduled shifts, at the Hospital's discretion. **Such** discretion will not **be** exercised unreasonably.
4. Where time does not **permit** the procedure in No. 1 above to be followed, or where the Hospital requires an employee to **work** a shift on a short notice, the Hospital may offer the shift to a **Regular Part-Time** or Casual Part-Time employee at its discretion. Such discretion will not be exercised unreasonably.
5. A refusal of **an** additional shift will count as a shift worked for the purpose of maintaining a balance in the distribution of shifts among Regular Part-Time employees.


Signed at KINGSTON, Ontario, this 26 day of November, 1998.

FOR THE HOSPITAL




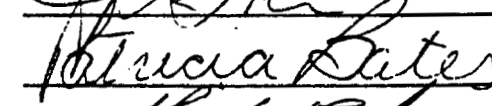


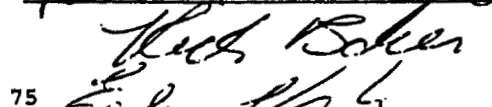





FOR THE UNION





75 



LETTER OF UNDERSTANDING #10
BETWEEN
HOTEL DIEU HOSPITAL, KINGSTON
AND
THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND ITS LOCAL 465

HOSPITALS OF ONTARIO PENSION PLAN (HOOPP)
PART-TIME EMPLOYEES

Concerning **Part-Time** employees who decide to enroll in the **Hospitals of Ontario Pension Plan (HOOPP)**, the parties **agree** to abide by the agreement reached between the Ontario Hospital Association and the Ontario Public Service Employees **Union** in central negotiations, retroactive to November 1, 1990, on the matter of the reduction in percentage in lieu for pensions.

Signed at KINGSTON, Ontario, this 26 day of November, 1998.

FOR THE HOSPITAL

John K... ..
Chris
Robert
M.
D. McPherson
L.
...

FOR THE UNION

[Signature]
Patricia Bates
Mike Bates
[Signature]
[Signature]

LETTER OF UNDERSTANDING # 11
BETWEEN
HOTEL DIEU HOSPITAL, KINGSTON
AND
THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND ITS LOCAL 465

CROSS TRAINING

The parties recognize the benefits of cross-training to both the employer and the employees, therefore the employer will endeavour to provide cross-training opportunities during the term of this collective agreement, utilizing the following principles:

to meet the employer's operational requirements for trained employees;

training will occur **first** within the **same** department;

- employees must meet the minimum qualifications for the job in order to be **cross-trained**;

The availability of the employee to work additional **shifts** in the area in which **the** employee **is** being trained;

the operational feasibility of taking the employee away from the employee's regular **job**;

the operational feasibility to have the employee **work** in the area in which the employee is trained with sufficient frequency to maintain skills;

the employees may indicate **a** desire to be cross-trained; and

the seniority of the employee.

FOR THE HOSPITAL

Charles Bennett

Clare

Edna K. Lawrence

Dr. J. J. [unclear]

Dr. [unclear]

Lead [unclear]
_____.

FOR THE UNION

[Signature]

Patricia Bates

Rich [unclear]

" *Ed [unclear]*
Langford

JOB SHARING AGREEMENT
CONCERNING
**THE RELIGIOUS HOSPITALLERS OF SAINT JOSEPH OF
THE HOTEL DIEU OF KINGSTON**
(hereinafter referred to as "the Hospital")

AND
**THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND ITS LOCAL 465**
(hereinafter referred to as "the Union")

The parties wish to enter into a Job Sharing Agreement for the period _____ to _____. Nothing in this Agreement shall obligate the Hospital or the Union to continue any job sharing arrangement beyond the expiry of the collective Agreement which expires 1992 October 31.

The Hospital and the Union retain the right to determine whether or not it will agree to a specific job sharing arrangement but if it does agree it will abide by the terms of this Agreement.

Prior to expiry of this Agreement the Hospital and the Union agree to evaluate this programme.

Each job sharing arrangement shall be for twelve (12) months from the date it commences, subject to cancellation or withdrawal by the Hospital, or the Union, or the job sharers upon giving thirty (30) calendar days notice in writing to the other parties and such cancellation or withdrawal shall not be the subject of a grievance or subject to adjudication by a board of arbitration and such cancellation shall not be a violation of matters which otherwise might be "frozen" by Section 79 of the Labour Relations Act or Section 13 of the Hospital Labour Disputes Arbitration Act.

Employees who enter into such a Job Sharing Agreement shall continue to be included in the bargaining unit. Unless otherwise specified in this Agreement, all articles of the Collective Agreement apply to employees covered by this Agreement.

Each job share request will be considered on an individual basis.

The job sharers and the Hospital and the Union shall all enter into an agreement which incorporates this Job Sharing Agreement.

GENERAL

1. This project shall be limited to the **filling** of an existing full-time position with **two (2)** full-time employees sharing one (1) job equally.
2. Positions eligible for designation as job sharing positions are **and** shall remain complement, full-time positions, notwithstanding **this** Agreement.
3. Participation by employees in this project shall be on a voluntary basis.

IMPLEMENTATION

4. Where the job sharing arrangement arises out of the filling of a vacant **full-time** position, both job-sharing positions **will** be posted and selection will be based on the criteria set out in the Collective Agreement.
5. **Any** incumbent full-time employee wishing to share the employee's position may do so without having the employee's **half** of the position posted. The other half of the job-sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.

PARTICIPATION

6. Two **(2)** employees shall share **the** position of one (1) full-time employee and the percentage share by each employee shall be agreed between the Hospital, the employee and the Union.
7. Participants sharing the **same job must** be in **the** same salary classification and have coinciding minimum and maximum pay rates.
8. Should a job-sharing programme be entered into by employees, the resulting full-time **vacancy(ies)** shall be posted as a temporary full-time position(s) for the duration of the **trial** period.

SENIORITY AND BENEFITS

9. Seniority accrual **and** credit for service for each job-sharer shall be based on hours worked and accumulated service respectively for the period of such **job sharing arrangement** (e.g. normally 975 hours per year).

10. Short-Term Sickness and other Benefits - Each job-sharer shall receive pro-rated benefits in accordance with the Collective Agreement based on the normal hours of work as set out on the attached schedule. The balance of the premiums costs will be the employee's responsibility. Each employee shall continue to participate in the pension plan.
11. Vacation and **Vacation** Credits - For the **purposes** of Article 21 of the Collective Agreement, vacation credits **and** vacation entitlement will be pro-rated.
12. The hourly **wage** rates in Schedule **A** of the Collective Agreement shall apply according to the **normal** hours of work for each job-sharer.
13. Each job-sharer shall be paid a pro-rated portion of each of the designated holidays **in** the Collective Agreement based on the **normal** hours of **work** as set out in the schedule.
14. **At no time shall** the total cost of **salary** and benefits to the Hospital, as a result of the Job Sharing Agreement, exceed that of a full-time employee.

VACANCY

15. **Anytime** during the period where participation **is** discontinued the employees may **return** to their respective jobs held prior to participation in the job-sharing programme.
16. If one of the job-sharers leaves the **arrangement**, the employee's position will be posted. If there **is** no successful applicant to the position, the shared position must revert to a full-time position. The remaining employee will have the option of continuing in the full-time position or exercising **the** employee's seniority rights under Article 11 (Lay-off and Recall) to bump into a part-time **position**. If the employee **does** not continue full-time, the position must be posted in accordance with the Collective Agreement.
17. On conclusion or cancellation of this programme, participants **shall** revert to their **pre-Job Sharing Agreement status and position(s)**, in respect of their employment relationship with the Hospital.

COVERAGE

18. (a) It is expected that **both** job-sharers **will** cover each other's

incidental illnesses. If, because of unavoidable circumstances, one cannot cover for the **other**, the department supervisor must be notified to **book** coverage. Job-sharers are **not** required to cover for their partner in case of prolonged or extended absences.

(b) Vacation, Maternity Leave and Other Leaves

In the event that one (1) member of the job **sharing** arrangement goes on **any** of the above leaves of absence, the **coverage** will be negotiated with the department supervisor, but it **is** hoped that the remaining member of the position would be prepared to cover the leave of absence **as much as** possible.

- 19. **Any** exceptions to **this** Agreement must be approved **in writing** by the Hospital **and** the Union.

Signed at KINGSTON, this 26 day of November 1998.

FOR THE HOSPITAL

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FOR THE UNION

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