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COLLECTIVE AGREEMENT

BETWEEN

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

AND

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND ITS LOCAL 443**

OFFICE, CLERICAL AND TECHNICAL

COMBINED

SECTOR 11

MAY 1, 1998 - OCTOBER 31, 2000

12398 (01)



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ARTICLE 1 - GENERAL 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 for **all** office, clerical and technical employees of **the** Religious Hospitallers of Saint Joseph of the Hotel Dieu of Kingston in Kingston, Ontario, save **and** except supervisor, persons above the rank of supervisor, paramedical employees, positions which have been or may be agreed in **Writing** by the parties to be excluded from the bargaining unit **and** persons for whom any trade Union held bargaining rights as of March 10, 1988. The term "technical employees" in the bargaining unit shall not include employees engaged in research or in hands-on patient care.
- 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 feminine pronoun is used in **this** Agreement, it shall be deemed to include the masculine, 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 her 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 agree 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 cooperate in making reasonable efforts to accommodate an employee pursuant to legislation (**e.g.** Human Rights, W.S.I.B., 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) 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.
- (c) 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 regular monthly union dues assessed all the members of the Union **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 straight-time** wages. 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 When the Hospital requests **an** employee to attend a meeting at which **formal** discipline **will** be imposed, an employee, at her request, **shall** have the right to have a steward present.

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 the employee **has** been disciplined without just cause or a claim by a seniority-rated employee **that the** employee **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 in total (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 employees as union stewards provided the Union has notified the Hospital, in writing, of the **name(s)** of such employees.

The Hospital agrees to recognize one (1) steward for every fifteen **(15)** employees.

6.02 All committee members, stewards and members of the Union Executive must have completed their probationary period.

- 6.03 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 meetings.
- 6.04 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.
- 6.05 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.
- 6.06 In accordance with this understanding, it is agreed that:
- (a) Each member of the said negotiating committee shall receive her 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, conciliation. The Hospital agrees to recognize a negotiating committee of not more than four (4) employees (full-time and part-time) with no more than two (2) members of the committee from any one department.

- (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, up to thirty minutes (30) to assist the grievor(s) in completion of the grievance **form** or attendance at grievance meetings **with** representatives of the Hospital up to, but not including, arbitration.

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 the employee 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)

calendar **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)calendar **days**, the employee may proceed with the grievance procedure **within** five (5) calendar **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 **shall**, if possible, **be set out** in the grievance. The immediate supervisor shall deliver the employee's decision in **writing within** five (5)calendar 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)**calendar days following the decision under Step 1, the employee must submit the written grievance to the Department Head (or the employee's designate) or, where the Department Head **is** the immediate supervisor, then the grievance must be submitted to the Department Head's immediate supervisor. The parties may, if it is mutually agreed, meet to discuss the grievance at a time and place suitable to **both** parties. Such meeting **shall** include the grievor and a union steward **who** may be accompanied by a member of the Union Grievance Committee, as well as not more than an equal

number of Hospital representatives. The appropriate Hospital representative will respond to the grievance in writing, with a copy to the Union Steward, within five **(5)** calendar days of receipt of the grievance or such other mutually agreed-to time. **Failing** settlement, the next step in the grievance procedure may be taken.

Step 3

Within five (5)calendar 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)calendar 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) calendar days of the date of the aforesaid meeting or within ten (10)calendar 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) calendar days after the written 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 3 within ten (10) calendar days of the event **giving** rise to the grievance. **Failing** settlement under Step 3 within five (5) calendar days, either **party may submit** the grievance 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 submitted in **writing** under Step 2 within five (5) calendar 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) calendar 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 Article 8, 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. 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 ten (10) **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 agree upon a Chairperson of the Arbitration **Board**. If they are unable to agree upon such a Chairperson within a period of **twenty-one** (21) calendar days, they may then request the Office of Arbitration of the Ministry of Labour of the Province of Ontario to appoint **a** Chairperson.

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 Chairperson 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 Chairperson 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 Saturday, **Sundays and** paid holidays, i.e. Monday to Friday.

ARTICLE 10 - SENIORITY

- 10.01 (a) A new employee will be considered on probation **until** after the employee 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. The probationary period may be extended by mutual agreement of the Hospital, the employee, and the Union, in writing. The dismissal of a probationary employee **shall** be at the sole discretion of **the Hospital** and shall be deemed to be for just cause **and** shall not be the subject of a grievance or arbitration, but a probationary employee will be covered by other applicable provisions of the Collective Agreement.

- (b) Seniority for a **full-time** employee shall be calculated from date of hire in an **OPSEU bargaining** unit within the Hospital on the **basis** of years of continuous service or parts thereof, but shall **not** accumulate for the period of any absence in excess of thirty (30) calendar days, except as set out elsewhere in this Agreement.
- (c) Seniority for a part-time employee shall be calculated **on** the basis of worked **and** credited hours where nineteen hundred and fifty (1950) **hours** equals one year of **full-time** service for an employee who **is** normally scheduled to work seven and one-half (7½) hours per day, and eighteen hundred and twenty (1820) hours equals one year of full-time service for **an** employee who is normally scheduled to work less than seven and one-half (7½) hours per day.

Article 10.02(a) - Full-time to Part-time

- (i) A full-time employee who becomes a part-time employee shall have the employee's service from date of hire converted to hours by multiplying such service by nineteen hundred and fifty (1950)hours for each full year, or part thereof.
- (ii) A full-time employee who becomes a part-time employee shall have the employee's outstanding vacation entitlements converted to hours based on thirty-seven and one half (37%)hours or thirty-five (35)hours depending on their previous normal weekly hours worked. The employee's vacation entitlement may be cashed out upon mutual agreement or the employee may take the vacation at a mutually agreeable time.
- (iii) Placement on the salary grid will not be changed upon conversion with movement on the grid occurring upon accumulation of required part-time hours.

Article 10.02(b) - Part-time to Full-time

- (i) A part-time employee who becomes a full-time employee shall have the employee's service hours to date converted in such a way as to establish a new date of hire based on nineteen hundred and fifty hours (7% hour day) or eighteen hundred and twenty hours (7 hour day) depending on the normal daily hours for the new full-time position.

- (ii) On conversion, 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.
- (iii) On conversion, 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 (b)(i).
- (iv) Upon conversion, an employee shall have the employee's outstanding vacation entitlements converted to days based on seven (7) or seven and one-half (7½) hours depending on the normal daily hours of their **new** position. The employee's vacation entitlement may be cashed out upon mutual agreement or the employee may take the vacation at a mutually agreeable time.

10.03 The Hospital seniority list of employees shall be prepared in seniority sequence according to the records of the Hospital on **an** annual basis. The list shall be posted on the bulletin board and a copy sent to the Union's Regional Office. If an employee does not challenge the position of the employee's name on the seniority list within the first five (5) working days from the date the employee's name **first** appears on a seniority list, provided the employee is at work when the list is posted, then the employee shall be deemed to have proper seniority standing. In the event the employee is not at **work** when the list is posted the employee must object to the employee's seniority standing within five (5) working days from the date the employee returns to **work**

or receives **the list**. The above **shall** not operate to preclude the correction of factual errors as discovered from time to time.

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

- (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 (WCB) injury or disability for a period of twenty-four **(24)** months.
- (f)
 - (i) **Full-time** and Regular Part-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**.
 - Casual** only - refuses to accept work on three (3) consecutive occasions upon which the Employer advises the casual part-time employee work **is** available, unless the casual part-time employee 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 the employee 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 the employee 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.
- 10.05 (a) An employee who leaves the bargaining unit to take another permanent position within the Hospital shall retain and accumulate the employee's seniority and service for ninety (90) working days, after which the employee's seniority and service will be frozen.
- (b) Where an employee is temporarily assigned to perform the duties and responsibilities of a position not covered by this Collective Agreement for a period of not more than ninety (90) working days, the employee shall retain the employee's rights and obligations under the Collective Agreement.
- 10.06 An employee who is hired from outside an OPSEU bargaining unit to fill a temporary vacancy will not accrue seniority while the employee is filling the temporary vacancy. If the employee is the successful applicant to a permanent position within the

bargaining unit, prior to the end of the temporary position or without any break in service, the employee will be credited with seniority from the date the employee was hired in the temporary position. If the permanent position is not a continuation of that held as a temporary employee the employee will be subject to a probationary period as set out in Article 10.01. The termination of a temporary employee while the employee is filling a temporary position shall be at the discretion of the Hospital and shall not be subject of a grievance or arbitration.

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.

(b) Separation Allowance:

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** 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.

ARTICLE 12 - PROMOTIONS AND TRANSFERS

- 12.01 (a) Where a permanent vacancy occurs in a classification within the bargaining unit that the Hospital determines is required to be filled, or a new permanent position within the bargaining unit is established by the Hospital, such vacancy shall be posted for a period of one (1) week. Applications for such vacancy shall be made in writing within the **one (1) week** period referred to herein.
- (b) 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**.

- 12.02 The parties agree to co-operate in **making** reasonable efforts to accommodate an employee pursuant to legislation (e.g., **Human Rights**, **Workers' 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 purpose of Article 12 and **shall be deemed to be in compliance with** the collective agreement.

ARTICLE 13 - JOB POSTINGS

- 13.01 (a) A job **posting** for a permanent position shall contain the classification of the position as well as the salary range, and such other **information** as may **be** appropriate.

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 three (3) months or ~~more~~ duration, it will be posted.

- (c) **A** temporary position shall not exceed twelve (12) months in duration, ~~unless~~ the vacancy arises as a result of the replacement of an employee who may return to that position. The parties may extend the duration of a temporary position by mutual agreement.
- (d) The Employer will establish a system in the **Human Resources** Department in which employees can indicate a desire to move to another department or unit in which a casual vacancy arises.
- (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.

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 their application for a full-time vacancy and has completed the said ~~trial~~ period, the employees 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.

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 during **an** unpaid leave of absence up to a maximum of one (1) month. 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 forty **(40)** 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 a department.
- (b) The leave shall be up to one (1) week and a request for a second (2nd) week shall not be unreasonably denied.
- (c) A request must be made in writing at least **two (2)** weeks prior to the commencement of the function for which the 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.

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. The employee will become responsible for **full** payment of any applicable benefits in which the employee is participating during such leave of

absence.

14.04 Special Leave

- (a) Special leave is a provision which **is** designed to enable **an** employee to be absent from **the** employee's employment without **loss** of regular pay for only the following reasons:
 - (i) professional appointments such **as** medical, dental, legal, optical;
 - (ii) the unexpected or sudden illness of the employee's spouse or child which prevents the employee from reporting to duty.
- (b) Employees who **have** taken special leave may be required to produce satisfactory evidence.
- (c) Employees who have taken special leave may be required to make up the time **so** taken at a time **mutually** agreeable to the employee and the employee's supervisor.

14.05 An employee who is elected or appointed as an Executive Board Member or Executive Officer of the Ontario Public Service Employees Union **shall** be granted a leave of absence *without pay* for the time required to exercise the duties **of** such appointment subject to the following conditions:

- (a) Not more **than** one employee shall be elected or appointed at the **same** time;
- (b) The leave **shall** not interfere unduly **with** the continuance of efficient operations of the Hospital;
- (c) The Hospital shall be notified at least **two** (2) weeks prior to any absence;

- (d) **This** leave shall not be included in the limits provided in Article 14.02;
- (e) During such leave the employee's salary and applicable benefits shall be **maintained** by the Hospital and the Union will reimburse the Hospital in the full amount of the cost of such salary and applicable benefits.

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;
- (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 LEAVE

17.01 (a) Pregnancy leave, without pay, of **up to six (6)** months on

request will be granted in accordance with the provisions of the Employment Standards Act, 1974, except where amended in this provision, employees will be eligible for such pregnancy leave after completing ten (10) months of continuous service. Credit for seniority for full-time employees shall not be suspended but shall accumulate **during** such absence but credit for service for **all** benefits shall not accumulate after the first sixty (60) days of such absence.

- (b) The employee shall give written notification one (1) month prior to the commencement of the leave of the employee's request for leave together with the employee's expected date of return. At such time the employee **shall** also furnish the Hospital with the employee's Doctor's certificate as to pregnancy and expected date of the employee's return to **work**.
- (c) The employee shall reconfirm the employee's intention to return to work on the date originally provided to the Hospital by written notification received by the Hospital at least **two (2)** weeks in advance of the date of return. 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 the employee began the employee's leave of absence.
- (d) The Hospital may require, **on** medical grounds, that the pregnancy leave of absence must begin on a date earlier than that requested by the employee, and the employee must, if requested by the Hospital, furnish medical proof

of the employee's fitness to resume the employee's employment following the employee's leave of absence.

- (e) If persons are hired to replace employees who are on an approved pregnancy leave, the period of employment of such persons ~~will~~ not exceed the pregnancy leave. The release or discharge of such persons shall be deemed to be for just cause and shall not be the subject of a grievance or arbitration. This clause ~~would not~~ preclude such employees from using the job posting provisions under the Collective Agreement. An employee who is in ~~this~~ position who is the successful applicant for another position and who completes the normal probationary period in the position for which the employee successfully applied will be credited ~~with~~ seniority from the **original** date of hire.

An employee of the Hospital who is assigned to replace an employee who is absent on an approved pregnancy leave shall return to the employee's former position when the replacement period ends.

(f) Supplementary Unemployment Benefit Plan

Employees who are granted pregnancy leave under the terms of this Article ~~shall~~ be entitled to a Supplementary Unemployment Benefit Plan as set out below.

An employee entitled to pregnancy 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.

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, other than

the child of the employee's spouse, such employee may be entitled to a leave of absence without pay for a period of up to six (6) months' duration. The leave shall commence no later than seven (7) calendar days after the child is placed with the parent. 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) If both parents work for the Hospital, only one parent shall be entitled to request adoption leave.
- (c) Credit for seniority for full-time employees shall not be suspended, but shall accumulate during such leave, but credit for service for all other benefits shall not accumulate beyond the first forty-five (45) days of such leave.
- (d) The 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 the employee began the employee's leave of absence.
- (e) If persons are hired to replace employees who are on an approved adoption leave, the period of employment of

such persons **will** not exceed the adoption leave. The release or discharge of such persons **shall** be deemed to be for just cause and shall not be the subject of a grievance or arbitration. **This** clause would not preclude such employees from **using** the job posting provisions under the Collective Agreement. **An** employee who is in **this** position who is the successful applicant for another position and who completes the normal probationary period in the position for which the employee successfully applied will be credited with seniority from the original date of hire.

An employee of the Hospital who is assigned to replace an employee who is absent on an approved adoption leave shall return to the employee's former position when the replacement period ends.

- 17.03 The Hospital agrees to **provide** five **(5)** consecutive days of **unpaid paternity** leave upon the birth of a child to the spouse of the employee. One of the days shall be the date of the birth of the child.

ARTICLE 18 - EFFECT OF LEAVE(S) 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 seniority and service will be 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.

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, the employee shall receive the next step in the new **salary** grid which provides an increase above the rate that the employee was receiving at the time of the transfer and as of that new date 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 the 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 reach an agreement, then the Employer will set the **salary** range for the new classification subject to the right of the parties to submit the matter to arbitration within ten (10) 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 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 the employee is temporarily assigned for all hours worked in the higher classification.

19.06 When an employee is scheduled to be off work on pay day, **but** is scheduled to be at work on the day before pay day, the Hospital will have the employee's pay cheque available on the day before pay day, if the employee makes a request for the cheque not later than one (1) **week** prior to pay day.

19.07 Whenever the Hospital assigns an employee to perform the **work** of a non-OPSEU bargaining unit employee for a full shift, the employee shall be paid a premium of **sixty** cents (60¢) per hour

in addition to the employee's regular wages for each shift that the employee is so assigned.

19.08 The Hospital may **assess** the experience of a newly hired employee who has completed probation and may put the employee's on a different step of the wage grid than the start rate.

ARTICLE 20 - PAID HOLIDAYS

20.01 A full-time employee who qualifies under Article 20.04 hereunder shall receive the following paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Dominion Day	Third Monday in February
Civic Holiday	(Heritage Day if so pro- claimed)

Together with one (1) floating paid holiday per contract year.

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 on the number of **paid** holidays remains unchanged.

20.03 (a) Holiday pay for a full-time employee is defined as the amount of regular straight time hourly pay, exclusive of shift premium, which a full-time employee would have received had the employee 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 (**7½**) 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 full-time employee who qualifies under Article 20.04 and is required to work on any of the above noted holidays will receive in addition to shift premium, if applicable, pay for all hours worked on such day at the rate of one and one-half (1½) times the employee's regular straight time rate of pay and a full-time employee shall receive either pay for the holiday or lieu time for the holiday as calculated in Article 20.03. The lieu time is to be taken on a date mutually agreed between the employee and the employee's supervisor within thirty (30) days after the holiday worked. Agreement shall not be unreasonably denied, but failure to agree will lead to payment rather than lieu time.
- 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 an acceptable reason for such absence which the employee's immediate supervisor considers legitimate. The Hospital's judgement of the reason provided shall be fairly and justly exercised.
- 20.08 If a paid holiday falls during a full-time 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 and the employee qualifies for the holiday pay, the employee shall be given another day off with pay at a mutually agreeable time.
- 20.10 A part-time employee shall be paid time and one-half (1½) the employee's regular straight time rate of pay for all hours worked on the paid holidays listed in Article 20.01.

ARTICLE 21 - VACATIONS

21.01 (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 NI-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, for employees who had worked seven and one-half (7½) hour shifts, shall be calculated by dividing part-time hours accumulated as of the date of transfer by 1950 hours where 1950 hours represent 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.

"**Continuous service**" for **an** employee who transfers to full-time from part-time, for employees who had worked seven (7) hour shifts, shall be calculated by dividing part-time hours accumulated as of the date of transfer by 1820 hours where 1820 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 1820 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 Full-time employees shall accrue vacation in accordance with their individual "continuous service" and effective the 1991 vacation year, the following shall apply:

- (a) less than one (1) full year of service as of May 31, 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;
- (b) three (3) weeks vacation with pay after one (1) year's service;
- (c) four (4) weeks vacation with pay after five (5) years' service;
- (d) five (5) weeks vacation with pay after fifteen (15) years' service;
- (e) six (6) weeks vacation with pay after twenty-five (25) years' service.

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 but 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 15 to September 15, which is considered "prime time", employees will not be scheduled for vacation periods in excess of two (2) weeks duration. This will not preclude the Hospital from scheduling more than two **(2)** weeks vacation 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 All part-time employees of the **Hospital** who **normally** work seven and one-half **(7½)** hour shifts will be provided with annual paid vacation effective the 1991 vacation year **on** the following basis:

- (a) Less than 1950 hours worked - an amount equal to four percent (4%) of **gross** earnings;
- (b) More than 1950 **hours** worked, but less than 9,750 hours worked - an amount equal to **six** percent (6%) of **gross** earnings and three **(3)** weeks vacation;
- (c) More than 9,750 hours worked, but less than 29,250 hours worked - an amount equal to eight percent (8%) of gross earnings and four **(4)** weeks vacation;
- (d) More than 29,250 **hours** worked, but less than 48,750 hours worked - an amount equal to ten percent (10%) of **gross** earnings and five **(5)** weeks vacation.
- (e) More than 48,750 hours worked - **an** amount equal to twelve percent (12%) of gross earnings and **six** (6) weeks

vacation.

All part-time employees of the Hospital who normally work seven (7) hours shifts will be provided with annual paid vacation effective the 1991 vacation year on the following basis:

- (a) Less than 1820 hours worked - an amount equal to four percent (4%) of gross earnings;
- (b) More than 1820 hours worked, but less than 9,100 hours worked - an amount equal to six percent (6%) of gross earnings and three (3) weeks vacation;
- (c) More than 9,100 hours worked, but less than 27,300 hours worked - an amount equal to eight percent (8%) of gross earnings and four (4) weeks vacation;
- (d) More than 27,300 hours worked, but less than 45,500 hours worked - an amount equal to ten percent (10%) of gross earnings and five (5) weeks vacation.
- (e) More than 45,500 hours worked - an amount equal to twelve percent (12%) and six (6) weeks vacation.

- 21.07 Vacation pay for part-time employees shall be paid to each part-time employee as a part of each bi-weekly pay cheque.
- 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 a serious illness requiring the employee to be treated in a hospital, the period of such hospitalization shall be considered sick leave.

The portion of the employee's vacation which is deemed to be

sick leave under the above provision **will** not be counted against the employee's vacation credits.

Upon request, **an** employee may be **allowed** to **carry** over up to one week of vacation to be taken **within** the first two hundred and ten (210) days of the **following** vacation year at a time mutually agreeable between the employee and the Hospital.

If an employee requests a **salary** advance for the employee's vacation leave period, the Hospital agrees to provide the employee with **an** advance for the employee's net bi-weekly **salary** prior to the vacation leave, if the request for such advance is received by the **Hospital** Payroll Department at least one week before the payday immediately prior to the vacation leave.

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 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 purposes 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 The normal hours of work for **all full-time** employees shall be seven (7) or seven and one-half (7½) hours of work per day exclusive of an unpaid meal break and seventy (70) or seventy-five (75) hours of work per two week period.
- 22.03 (a) Authorized work performed in excess of seven (7) or seven and one-half (7½) hours of work per day and/or seventy (70) or seventy-five (75) hours of work per two week period shall be considered overtime and paid for at the rate of one and one-half (1½) times the employee's straight-time hourly rate of pay.
- (b) Where there is mutual agreement employees may receive compensating leave in lieu of pay at the overtime rate.
- 22.04 (a) Employees who work a normal shift as defined by Article 22.02 above **shall** be entitled to a rest period of not more than fifteen (15) consecutive minutes to be taken within the first half and the second **half** of their scheduled shift.
- (b) An employee required to work overtime of three (3) 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 three dollar (\$3.00) meal allowance.

- (c) Part-Time employees shall be entitled to a paid rest period of **not** more **than fifteen (15)** consecutive minutes for each three and three-quarters (3-3/4) hours of work.

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) An employee shall be provided with a minimum of sixteen (16) consecutive hours between the end of one regular straight-time **shift** and the **start** of the next regular straight-time scheduled shift **failing** which an employee will be paid at the rate of time and one-half (1/2) the employee's regular rate of pay for the first shift worked, but not for subsequent shifts.
- (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 (1½)** 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 (1½) 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) The employee has requested to work the weekend or 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) Employees may exchange shifts provided they obtain prior approval of such exchange by their supervisor, which approval shall not be unreasonably denied, and the Hospital does not incur any financial liability as a result of the change.

(g) All of the above objectives may be altered by mutual agreement of the parties.

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

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 sixty-five cents (65¢) 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 Hospital **will** endeavour to offer additional shifts to Regular Part-Time employees **in** the work area who **normally** perform the work in order of seniority on a rotational basis before offering such shifts to Casual employees so long as doing so does not place the employee **in** a premium situation.

22.10 The Hospital **will** endeavour to meet the following scheduling objectives for regular part-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) **An** employee shall be provided with a **minimum** of twelve' (~~12~~) consecutive hours between the end of one (1) regular straight time scheduled shift and the start of the ~~next~~ regular straight time scheduled shift **failing** which **an** employee will be paid at the rate of time and one-half (1½) **the** employee's **regular** rate of pay for the first shift worked, but not for subsequent shifts.

(d) Work schedules **shall** be posted **two (2) weeks in** advance to cover at least a four (**4**) week **period**.

(e) Employees **will** be paid time and one-half (1½) their **regular** rate of pay for **all** hours worked on the third weekend 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) The employee has requested to work the weekend or requested weekend work.
- (iii) Such weekend 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) Employees may exchange shifts provided they obtain prior approval of such exchange by their supervisor, which approval shall not be unreasonably denied, and the **Hospital** does not incur any financial liability as a result of the change.

(g) **An** employee who works an additional shift with less than eight (8) hours since the end of the employee's last **shift** shall receive time and one-half (1%) for **all** hours worked in that shift.

(h) All of the above objectives may be altered by mutual agreement of the parties.

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 that the employee has the ability to **perform**, the employee **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. It is understood and agreed that an employee may be required to **perform any** other bargaining unit duties which the employee **is** capable of **doing** if the employee's **regular** duties are not available.

23.02 Call-In

- (a) A full-time employee called back on Hospital business after leaving the premises, who reports outside the employee's normal scheduled hours of work will receive, no matter what period of time is actually spent, 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 before the commencement of their normal shift. Any calls that occur during the minimum guarantee period will be covered by the minimum guarantee. Hours spent during call-in will be paid at time and one-half (150%) 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 employee's regularly scheduled working hours shall receive standby pay in the amount of two dollars and

five cents (\$2.05) per hour ~~for~~ the period of standby. Standby pay shall, however, cease when the employee is called in to work.

ARTICLE 24 - HEALTH AND WELFARE BENEFITS

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-\$20) 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~~.

24.02 Dental Plan

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** ninety percent (90%) 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 maintained for employees in accordance with their current coverage. All newly hired full-time employees can elect to have coverage of three thousand dollars (\$3,000) or 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.

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** enrol 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 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 toward the cost of coverage for the Hospitals of **Ontario** Disability Income **Plan** (HOODIP). **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 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 therein.

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 Employment Insurance (EI), and the Workplace' Safety and Insurance Board (WSIB) excluding pensions. It is agreed that on receipt of any monies from HOODIP (including EI) or WSIB for such illness or injury, such monies shall be remitted immediately by the employee to the Employer or by authorizing the assignment of WSIB 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 WSIB 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.

Percentage in Lieu of Benefits (Part-Time Only)

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, including holiday pay, save and except **salary**, vacation pay, **shift** premium, standby pay,

reporting pay, 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.

Benefits Options - Part-Time Employees

The parties agree to an open option for all present **and future regular** part-time employees, but once they opt in they cannot opt out. Casuals remain to receive percentage (%) in lieu. For any employee to opt into the benefits programme a form that **is** agreed to by the Union and Management **must** be signed by the employee and the Union. **This** form must clearly outline it is the employee's option to opt in and clearly outline the cost implications to the employee.

For part-time employees **who** decide to enrol in HOOPP the parties agree to abide by the agreement reached between the OHA and the OPSEU in central negotiations retroactive to November 1, 1990, on the matter of reduction in percentage in lieu for pensions.

ARTICLE 25 - BULLETIN BOARDS

25.01 The Hospital will provide **bulletin** boards in four **(4)** locations as agreed to by the parties in negotiations 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 Director of Human Resources or **his** designate prior to being posted.

ARTICLE 26 - MISCELLANEOUS

26.01 Printing of Agreement

The Hospital will share the cost of **the 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 443 of the **Union** or the employee's designate with a copy to the OPSEU Regional Office.

26.03 Retirement

The date of retirement for employees shall be on **the last** day of the month in which the employee reaches the employee's 65th birthday. The employee's employment may be extended at the **sole** discretion of the Hospital. Notwithstanding the provisions of Article 24, an employee whose employment is extended beyond the employee's sixty-fifth (**65th**) birthday, shall not be eligible for any long term disability benefits under the Hospitals of **Ontario** Disability Income Plan (HOODIP).

26.04 Personnel File

An employee, accompanied by a Hospital representative, may have access to the employee's personnel file annually or more frequently if it is deemed by the **Hospital** to be appropriate.

26.05 Documentation

In the event an employee is disciplined, the employee will be provided with a written statement of **the** matters concerning the

discipline.

26.06 An employee who **has** completed more than **half** (½) the employee's shift shall be paid the balance of the shift if the employee leaves work due to **sickness**.

26.07 Uniforms

Where the Hospital provides uniforms for female employees, proper fitting **uniforms** shall be provided for such employees while they are pregnant. The Employer agrees to continue the present practice regarding departmental **uniforms** and lab coats as of the effective date of **this** agreement.

26.08 Tool Allowance

Effective May 2nd 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 at the employee's **regular** straight-time rate. 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 Training

Where an employee is required to perform work outside the employee's **normal** duties, the Employer will ensure that *the*

employee is **familiar with** the new duties and no discipline will be applied when that obligation has not been met.

- 26.11 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.

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.
- 27.03 **A** pregnant VDT operator may request reassignment from VDT duties for the remainder of the employee's pregnancy, by forwarding a written request to the Employer together with a certificate from a **legally qualified medical practitioner certifying** that the employee is pregnant.

Upon receipt of the written request, the Employer **shall**, where possible, **assign** the employee to a vacancy **in** the bargaining unit, provided the employee **is** able and qualified to perform the required duties and the salary maximum of the vacancy is not greater than the salary maximum of the classification of the employee's **position**. Where more **than** one (1) **such** vacancy **is**

available, the Employer shall assign the employee to the vacancy with the highest **salary** maximum. Where an employee is assigned to a vacancy in accordance with **this** section, the posting provisions shall not apply.

Where an employee is assigned to a position in a classification with a lower **salary maximum than** the salary maximum of the classification of the position from which the employee was assigned, the employee shall be paid at the rate within the **salary** range of the classification of the position to which the employee **has** been assigned which is closest to but not more than the rate the employee was receiving immediately prior to the assignment.

Where it is not possible to assign an employee, the employee shall, upon written request, be granted a leave of absence without pay to cover the period preceding the date on which the employee would be entitled to commence maternity leave of absence in accordance with the maternity leave provisions.

An employee who does not accept an assignment may elect to continue to work in the employee's **original** position or request leave of absence.

27.04 The duties of a Video Display Terminal Operator shall be organized so that the employee is not required to work continuously on a V.D.T. for more than **sixty (60)** minutes of every seventy (70)minutes.

27.05 Joint Committee

The parties agree to establish a joint committee composed of two **(2)** representatives from each side to review work station

requirements and **make** recommendations for appropriate furniture **and** equipment. The recommendations of this committee will be implemented by June 1992.

27.06 Where the Hospital requires an employee to wear safety glasses, the Hospital **shall** provide safety glasses **for** the employee.

ARTICLE 28 - GENERAL

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

28.02 Persons not employed within the bargaining unit shall not be assigned to undertake **the** work of bargaining unit members, except by **mutual** agreement and in recognition of the fact that **both bargaining** unit members and non-bargaining unit members may perform the same **tasks** in the normal course of **performing** their **duties**.

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 the award. 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.

ARTICLE 30 - TERM OF AGREEMENT

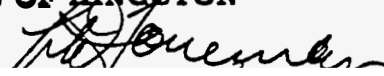
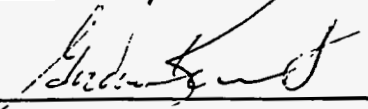

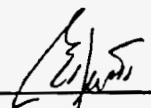


30.01 This Agreement **will** remain in full force and effect from May 1, 1998 to October 31, 2000, and from year to year thereafter **unless** either **party** gives to the other, **no** more than ninety (90)

days before the date of termination, notice of its desire to terminate the Agreement or of proposed revision of this Agreement.

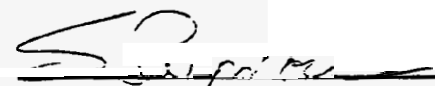
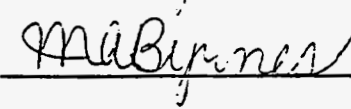
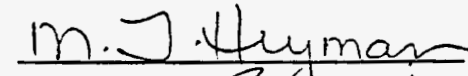
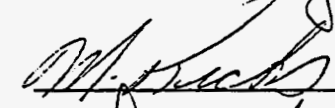
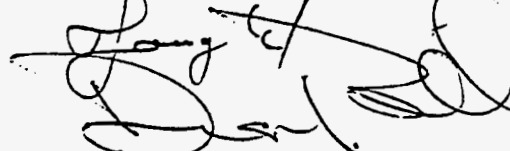

30.02 Negotiations shall commence **within** fifteen (15) days of said notice or such longer period of time as may be agreed to by the **parties** to **this** Agreement. The notice having been served by either **party** the Agreement will remain in effect pending the execution of a new Agreement.

SIGNED this 3 day of DECEMBER 1998.

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

**FOR THE ONTARIO PUBLIC
SERVICE EMPLOYEES UNION**

SCHEDULE 'A' WAGE GRIDS

CLASSIFICATION(S):	START	A6M	<u>A1Y</u>	<u>A2Y</u>	<u>A3Y</u>
<u>LIBRARY SHELVER</u>					
May 01, 1998	\$15.07	--	--	--	--
May 01, 1999	\$15.37	--	--	--	--
May 01, 2000	\$15.68	--	--	--	--
<u>CLERK (MAILROOM)</u>					
May 01, 1998	\$13.03	\$13.40	\$13.74	\$14.40	\$15.07
May 01, 1999	\$13.29	\$13.67	\$14.01	\$14.69	\$15.37
May 01, 2000	\$13.56	\$13.94	\$14.29	\$14.98	\$15.68
<u>CLERK TYPIST I</u>					
May 01, 1998	\$13.38	\$13.74	\$14.09	\$14.75	\$15.42
May 01, 1999	\$13.65	\$14.01	\$14.37	\$15.05	\$15.73
May 01, 2000	\$13.92	\$14.29	\$14.66	\$15.35	\$16.04
<u>SWITCHBOARD OPERATOR</u>					
May 01, 1998	\$13.34	\$13.66	\$14.01	\$14.71	\$15.42
May 01, 1999	\$13.61	\$13.93	\$14.29	\$15.00	\$15.73
May 01, 2000	\$13.88	\$14.21	\$14.58	\$15.30	\$16.04

CLASSIFICATION(S):	<u>START</u>	<u>A6M</u>	<u>A1Y</u>	<u>A2Y</u>	<u>A3Y</u>
<u>DIETARY CLERK; JUNIOR BUYER</u>					
May 01, 1998	\$13.15	\$13.55	\$13.92	\$14.66	\$15.42
May 01, 1999	\$13.41	\$13.82	\$14.20	\$14.95	\$15.73
May 01, 2000	\$13.68	\$14.10	\$14.48	\$15.25	\$16.04
<u>CLERK TYPIST II</u>					
May 01, 1998	\$13.57	\$13.89	\$14.24	\$14.94	\$15.65
May 01, 1999	\$13.84	\$14.17	\$14.52	\$15.24	\$15.96
May 01, 2000	\$14.12	\$14.45	\$14.81	\$15.54	\$16.28
<u>OFFICE COORDINATOR</u>					
CLERK TYPIST II - RND PLUS \$1,100 PER YEAR STIPEND					
<u>MEDICAL DICTA-TYPIST/BILLING CLERK; SECRETARY 1</u>					
May 01, 1998	\$13.50	\$13.83	\$14.20	\$14.92	\$15.65
May 01, 1999	\$13.77	\$14.11	\$14.48	\$15.22	\$15.96
May 01, 2000	\$14.05	\$14.39	\$14.77	\$15.52	\$16.28

CLASSIFICATION(S):	<u>START</u>	<u>A6M</u>	<u>A1Y</u>	<u>A2Y</u>	<u>A3Y</u>
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ASSISTANT, INFORMATION SYSTEMS; ACCOUNTS PAYABLE CLERK

May 01, 1998	\$13.38	\$13.77	\$14.14	\$14.88	\$15.65
May 01, 1999	\$13.65	\$14.05	\$14.42	\$15.18	\$15.96
May 01, 2000	\$13.92	\$14.33	\$14.71	\$15.48	\$16.28

CLERK TYPIST/TERMINAL OPERATOR

May 01, 1998	\$13.46	\$13.81	\$14.18	\$14.93	\$15.65
May 01, 1999	\$13.73	\$14.09	\$14.46	\$15.23	\$15.96
May 01, 2000	\$14.00	\$14.37	\$14.75	\$15.53	\$16.28

SENIOR CLERK TYPIST/TERMINAL OPERATOR

CLERK TYPIST/TERMINAL OPERATOR GRID PLUS \$1200 PER YEAR STIPEND

RECORDS AND REGISTRATION CLERK*

May 01, 1998	\$13.57	\$13.89	\$14.24	\$14.94	\$15.65
May 01, 1999	\$13.84	\$14.17	\$14.52	\$15.24	\$15.96
May 01, 2000	\$14.12	\$14.45	\$14.81	\$15.54	\$16.28

* Clerk-typist 11, Registration Emergency, Admitting Clerk and Clerk-typist/Terminal Operator in Central Booking reclassified to this job class, effective 1997 September 8.

CLASSIFICATION(S):	<u>START</u>	<u>A6M</u>	<u>A1Y</u>	<u>A2Y</u>	<u>A3Y</u>
<u>MEDICAL DICTA-TYPIST</u>					
May 01, 1998	\$14.05	\$14.38	\$14.75	\$15.47	\$16.20
May 01, 1999	\$14.33	\$14.67	\$15.05	\$15.78	\$16.52
May 01, 2000	\$14.62	\$14.96	\$15.35	\$16.10	\$16.85

CO-ORDINATOR, DICTA TYPING

MEDICAL DICTA-TYPIST **GRID** PLUS \$900 PER YEAR STIPEND

WARD CLERK, CDC SYSTEMS ASSISTANT

May 01, 1998	\$14.12	\$14.44	\$14.79	\$15.50	\$16.20
May 01, 1999	\$14.40	\$14.73	\$15.09	\$15.81	\$16.52
May 01, 2000	\$14.69	\$15.02	\$15.39	\$16.13	\$16.85

SECRETARY II; A.C.S. CLINIC ASSISTANT

May 01, 1998	\$13.93	\$14.32	\$14.69	\$15.43	\$16.20
May 01, 1999	\$14.21	\$14.61	\$14.98	\$15.74	\$16.52
May 01, 2000	\$14.49	\$14.90	\$15.28	\$16.05	\$16.85

CLASSIFICATION(S): **START** **A6M** **A1Y** **A2Y** **A3Y**

**LIBRARY CLERK; PHARMACY BUYER; SYSTEMS CLERK; ASSISTANT PLANNER; AV GENERALIST;
NUTRITION SERVICES CLERK/BUYER**

May 01, 1998	\$13.33	\$14.02	\$14.70	\$15.42	\$16.20
May 01, 1999	\$13.60	\$14.30	\$14.99	\$15.73	\$16.52
May 01, 2000	\$13.87	\$14.59	\$15.29	\$16.04	\$16.85

G.F.T. SECRETARY

May 01, 1998	\$16.29	\$16.65	\$17.03	\$17.80	\$18.56
May 01, 1999	\$16.62	\$16.98	\$17.37	\$18.16	\$18.93
May 01, 2000	\$16.95	\$17.32	\$17.72	\$18.52	\$19.31

SENIOR G.F.T. SECRETARY - OTOLARYNGOLOGY. PSYCHIATRY

G.F.T. GRID PLUS \$1500 PER YEAR **STIPEND**

NETWORK ADMINISTRATOR

May 01, 1998	\$15.69	\$16.38	\$17.06	\$17.78	\$18.56
May 01, 1999	\$16.00	\$16.71	\$17.40	\$18.14	\$18.93
May 01, 2000	\$16.32	\$17.04	\$17.75	\$18.50	\$19.31

CLASSIFICATION(S):	<u>START</u>	<u>A6M</u>	<u>A1Y</u>	<u>A2Y</u>	<u>A3Y</u>
<u>SENIOR ADMITTING CLERK</u>					
May 01, 1998	\$18.56	--	--	--	--
May 01, 1999	\$18.93	--	--	--	--
May 01, 2000	\$19.31	--	--	--	--
<u>COMMUNICATIONS CO-ORDINATOR</u>					
May 01, 1998	\$18.56	--	--	--	--
May 01, 1999	\$18.93	--	--	--	--
May 01, 2000	\$19.31	--	--	--	--
<u>SENIOR BUYER</u>					
May 01, 1998	\$15.41	\$16.28	\$17.24	\$18.22	\$19.27
May 01, 1999	\$15.72	\$16.61	\$17.58	\$18.58	\$19.66
May 01, 2000	\$16.03	\$16.94	\$17.93	\$18.95	\$20.05

PART-TIME WAGES AND PROGRESSION:

Regular Part-Time and Casual Part-Time Employees:

Will advance on the above wage grids 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 UNDERSTANDING #1

The parties agree to meet to discuss the possible use of a gender neutral comparison system to review the current classification system.

DATED AT KINGSTON, this 3 day of DECEMBER, 1998.

FOR THE HOSPITAL

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FOR THE UNION

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LETTER OF UNDERSTANDING # 2

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**;

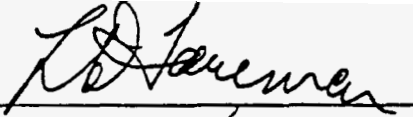
- the operational feasibility to have the employee **work** in the area in which the employee is trained with sufficient frequency to maintain **skills**;


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

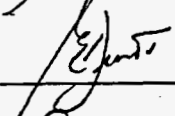
the seniority of the employee.


DATED AT KINGSTON, this 7 day of DECEMBER, 1998.


FOR THE HOSPITAL



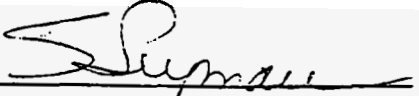


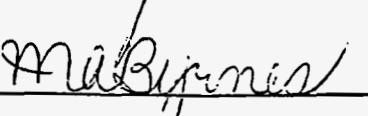


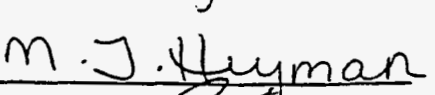




D. Martin
S. McPhie


FOR THE UNION










J. G. Lee
Lee Lee

APPENDIX "A"

**TO THE COLLECTIVE AGREEMENT
between
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 443
(hereinafter referred to as "the Union")**

RE: VARIABLE WORK SCHEDULES

The parties to **this** Collective Agreement understand that employees may work schedules other **than** the **normal** schedules set **out** in **this** Collective Agreement. Employees may work on such schedules **only** by mutual agreement between the Hospital and the Union. In addition 66-2/3% of the employees who will be affected by the change to Variable **Work Schedules** **must** approve such change before this Appendix **takes** effect. The Variable Work Schedule may be cancelled by either **the Hospital** or the Union by **giving sixty** (60) calendar days notice to the other **party**, in **writing**, prior to the date the schedule will be cancelled, and such cancellation **shall** not be the subject of a grievance nor be subject to adjudication by a board of arbitration.

It is agreed that except as set out below the Variable Work Schedule shall **not** cause the Hospital to **incur** any additional costs over **and** above **those** it would normally incur.

All of the terms of the Collective Agreement to which **this** Appendix is attached shall **apply** to the employees on a Variable Work Schedule, except **as** set out in **this** Appendix. The terms of this Appendix **shall** have precedence over the articles of the Collective Agreement where applicable.

The amendments to **the** Collective Agreement are **as** follows:

<u>ARTICLE</u>	<u>AMENDMENT</u>
6.08 (a)	<p><u>Pay for Union Business</u></p> <p>"... conciliation, limited to a maximum of seven and one-half (7½) hours per day."</p>
20.03 (a)	<p>add "up to a maximum of seven (7) or seven and one-half (7½) hours as applicable."</p>
	<p>(b) amend to read "... up to a maximum of seven (7) or seven and one-half (7½) hours as applicable, multiplied by the employee's regular hourly rate of pay."</p>
20.09	<p>amend to read "day off at a mutually agreeable time with pay for seven (7) or seven and one-half (7½) hours as applicable."</p>
21.03 (b)	<p>one hundred and five (105) hours for an employee who normally works a seven (7) hour schedule; one hundred and twelve and one-half (112½) hours for an employee who normally works a seven and one-half (7½) hour schedule.</p>
	<p>(c) one hundred and forty (140) hours for an employee who normally works a seven (7) hour schedule; one hundred and fifty (150) hours for an employee who normally works a seven and one-half (7½) hour schedule.</p>
	<p>(d) One hundred and seventy-five (175) hours for an employee who normally works a seven (7) hour schedule; one hundred and eighty-seven and one-half (187½) hours for an employee who normally works a seven and one-half (7½) hour schedule.</p>
22.02	<p>The normal hours of work for all full-time employees are set out in the attached Appendix to this agreement.</p>
22.03	<p>Authorized work performed in excess of the normal scheduled hours per day and/or in excess of seventy (70) or seventy-five (75) hours of work per two (2) week period shall be considered overtime and paid for at the rate of time and one-half (1½) the employee's straight-time hourly rate of pay.</p>

- 22.04 (a) Employees shall be entitled to rest periods to be determined in accordance with the Variable Work Schedule agreed to between the Supervisor and the employee.
- 22.05 (c) An employee shall be provided with a minimum of twelve (12) consecutive hours between the end of one regular straight-time shift and the start of the next regular straight-time scheduled shift failing which an employee will be paid at the rate of time and one-half (1½) the employee's regular rate of pay for the first shift worked, but not for subsequent shifts.

Dated at KINGSTON, this 3 day of DECEMBER, 1998

FOR THE HOSPITAL

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FOR THE UNION

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APPENDIX "B"

JOB SHARING AGREEMENT

concerning

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

and

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND ITS LOCAL 443
(hereinafter referred to as "the Union")**

The parties wish to enter into a Job **Sharing** Agreement on a trial basis, 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 on _____

The Hospital retains 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.

Within two (2) months prior to the expiry of this Agreement the Hospital **and** the Union agree to evaluate **this** programme.

Each job sharing arrangement shall be on a **trial** basis 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 **sixty** (60) 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.

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** full-time employees **sharing** one 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 shared 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.

SALARY/SERVICE 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. **During** the one (1) year **trial** period where participation is discontinued the individuals 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 the full-time position or **reverting** to a part-time position for which the employee is **qualified**. 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 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 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.

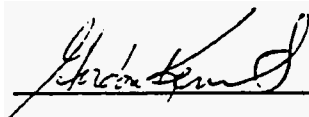
TERM


19. **This Agreement shall** be considered as consent of the parties to the Collective Agreement to alter a matter which otherwise, during negotiations, might be "frozen" by Section 79 of the Labour Relations Act or of Section 13 of the Hospital Labour Disputes Arbitration Act.

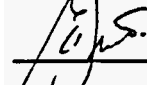
20. **Any** exceptions to **this Agreement must** be approved in writing by the Hospital and the Union.




Dated at KINGSTON, this 3 day of December, 1998

FOR THE HOSPITAL

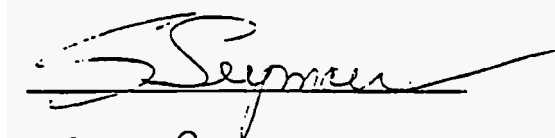





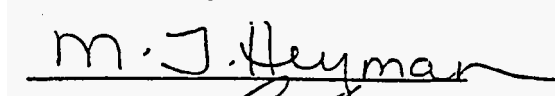









FOR THE UNION







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