• • • •	
95	0929
a	0928
	440
	JF

# PART-TIME

# **COLLECTIVE AGREEMENT**

# between

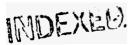
# **KINGSTON GENERAL HOSPITAL**

# (hereinafter called the "Hospital")

and

# CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1974

Expires: September 28, 2001





# TABLE OF CONTENTS

ARTICLE		PAGE NUMBER
ARTICLE 1 - PREA	MBLE,	1
1.01 1.02	Preamble Feminine/Masculine Pronouns	
ARTICLE 2 - DEFIN	NITIONS	1
2.01 <b>2.02</b> <b>2.03; 2.0</b> 4	Temporary Employee Part-Time Commitment Regular Part-Time Employee: Casual Employee	2
ARTICLE 3 - RELA	TIONSHIP	2
3.01	No Discrimination	2
ARTICLE 4 - STRIK	KES & LOCKOUTS	2
ARTICLE 5 - UNIO	N SECURITY	2
5.01 5.02 5.03 5.04	<b>T4 Slips</b> Notification <i>to</i> <b>Union</b> Employee Interview No Other Agreements	3 3
ARTICLE 6 - UNIO	N REPRESENTATION & COMMITTEES	
6.01 6.02 6.03 6.04 6.05 6.06	Union Activity on Premises and/or Access to Premises Labour-Management Committee Local Bargaining Committee Central Bargaining Committee Union Stewards Grievance Committee	3 4 5 5
	VANCE & ARBITRATION PROCEDUE	
ARTICLE 8 - ACCE	SS TO FILES	10
8.01 8.02	Access to Personnel File Clearing of Record	

(i)

## PAGE NUMBER

ARTICLE 9 - SENI	ORITY	.11
9.01	Probationary Period	.11
9.02	Definition of Seniority	.11
9.03	Loss of Seniority	.11
9.04	Effect of Absence	.12
9.05	Job Posting	.12
9.06	Transfer & Senjority Outside the Bargaining Unit	.13
9.07	Transfer of Seniority & Service	. 14
9.08	Notice and Redeployment Committee	,14
9.09	Layoff and Recall	18
9.10	Retraining	
9.11	Separation Allowances	
9.12	Portability of Service	
9.13	Technological Change	
ARTICLE 10 -	CONTRACTING OUT	22
10.01/10.02	Contracting Ott	22
10.03	Contracting In	
ARTICLE 11 -	WORK OF THE BARGAINING UNIT	23
11.01 11.02	Work of the Bargaining Unit	23 <b>23</b>
ARTICLE 12 -	LEAVES OF ABSENCE	24
12.01	Personal Leave	24
12.02	Union Business	
12.03 (a)	Full-Time Position with <i>the</i> Union	
12.03 (b)	Leave for OCHU President and Secretary-Treasurer	
12.04	Bereavement Leave	
12.05	Jury & Witness Duty	
12.06	Pregnancy Leave	28
12.07	Parental Leave	
12.08	Education Leave	
12.09	Pre-Paid Leave Plan	30
ARTICLE <b>13 -</b>	INJURY & DISABILITY	32
13.01	Injury Pay	
13.02	Payroll Deduction for Union Sponsored LTD Plan	32

# PAGE NUMBER

ARTICLE 14 -	HOURS OF WORK	32
14.01	Daily & Weekly Hours of Work	32
14.02	Rest Periods	
14.03	Additional Rest Periods	33
14.00		00
ARTICLE 15 -	PREMIUM PAYMENT	33
15.01	Definition of Regular Straight Time Rate of Pay	33
15.02	Definition of Overtime	33
15.03	Overtime Premium & No Pyramiding	33
15.04	Time Off in Lieu of Overtime	
15.05	Reporting Pav	34
15.06	Call-BackStandby	34
15.07	Standhy	34
15.08	Temporary Transfer	34
15.09	Shift and Weekend Premium	35
10.00		
ARTICLE 16 -	HOLIDAYS	35
16.01	Payment for Working on a Holiday	35
16.02	Payment for Working Overtime on a Holiday	
	,	
ARTICLE 17 -	VACATIONS	35
17.01	Part-Time Vacation Entitlement. Qualifiers	35
	& Calculation of Payment	
17.02	Work During Vacation	36
17.03	Bereavement During Vacation	36
>		~~
ARTICLE 18 -	BENEFITS FOR PART-TIME EMPLOYEES	36
40.04	Benefits for Part-Time Employees	36
18.01	Retirement Allowance	
18.02		-

(iii)

ARTICLE

## PAGE NUMBER

ARTICLE 1	9 - COMPENSATION	
19.01(a)	Job Classification	
19.01(̀b)	Job Descriptions	
19.02	Assignment of Duties to Another Classification	
19.03	Promotion to a Higher Classification	39
19.04	Wages & Classification Premiums	
19.05	Progression on the Wage Grid	
ARTICLE 20	0 - HOSPITAL OPERATING PLAN	40
ARTICLE 2	1 - DURATION	40
21.0	1em	
21.02	Central Bargaining	40
SIGNING P	AGE	41
APPENDIX	OF LOCAL ISSUES	
IMPLEMEN	TATION NOTE RE PREEXISTING CLAUSES	
WAGE SCH	IEDULE	43

IV

ARTICLE

## ARTICLE 1 - PREAMBLE

#### 1.01 - Preamble

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

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

#### 1.02 • Feminine/Masculine Pronouns

Wherever the feminine pronoun  $\dot{s}$  used in this Agreement,  $\ddagger$  includes the masculine pronoun and vice versa where the context so requires.

### ARTICLE 2 - DEFINITIONS

#### 2.01 - **Temporary** Employee

Employees may be hired for a specific term not to exceed six (6) months, to replace an employee who will be on approved leave of absence, absence due to WSI8 disability, sick leave, long term disability or to perform a special non-recurring task. This term may be extended a further six (6) months on mutual agreement of the Union, employee and Hospital or by the Hospital on its own up to twelve (12) months where the leave of the person being replaced extends that far. The period of employment of such persons will not exceed the absentee's leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

This clause would not preclude such employees from using the job posting provision under the collective agreement and any successful applicant who has completed his probation period will be credited the appropriate seniority.

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

## 2.02 • Part-Time Commitment

The Hospital shall not refuse to accept an offer from an employee to make a written  $\infty$  mmitment to be available for work on a regular predetermined bases solely for **the** purpose of utilizing casual employees so as to restrict the numbers of regular part-time employees.

## 2.03;2.04 • Regular Part-Time Employee; Casual Employee

Any definition of a regular part-time employee or of a casual employee that **existed** in the hospital's expiring collective agreement will **be** continued **as** the concluding sub-section(s) of this Article.

## ARTICLE 3 - RELATIONSHIP

## 3.01 - No Discrimination

The parties agree that there shall be no discrimination within the meaning of the Ontario Human Rights Code against any employee by the Union or the Hospital by reason of race, creed, colour, age, sex, marital status, nationality, ancestry or place of origin, family status, handicap, sexual orientation, political affiliation or activity, or place of residence. The Hospital and the Union further agree that there will be no intimidation, discrimination, interference, restraint or coercised or practised by either of them or their representatives or members, because of an employee's membership or non-membership in a Union or because of his activity or lack of activity in the Union.

## ARTICLE 4 • STRIKES & LOCKOUTS

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

## ARTICLE 5 . UNION SECURITY

## 5.01 - T4 Slips

The Hospital will provide each employee with a T-4 supplementary slip showing the dues deducted in the previous year for income tax purposes where such information is available or becomes readily available through the Hospital's payroll system.

#### 5.02 - Notification to Union

The Hospital will provide the union with a list. monthly of all hirings, lay-offs, recalls and terminations within the bargaining unit where such information is available or becomes readily available through the Hospital's payroll system.

#### 5.03 • Employee Interview

A new employee will have the opportunity to meet with a representative of the Union in *the employ of* the Hospital for a period of up to 15 minutes during the employee's orientation period without *loss of regular earnings*. The purpose of the meeting will be to acquaint the employee with such representative of the Union and the collective agreement.

**Such** meetings **may be** arranged collectively or individually for employees by the hospital **as part of** the orientation **program**.

#### 5.04 - No Other Agreements

No employee shall .be required or permitted to make any written or verbal agreement with the Hospital or its representative(s) which conflicts with the terms of this agreement.

No individual employee or group of employees shall undertake to represent the union at meetings with the Hospital without proper authorization from the union.

### ARTICLE 6 - UNION REPRESENTATION AND COMMITTEES

#### 6.01 - Union Activity on Premises and/or Access to Premises

The Union agrees that neither it, nor its officers, agents, representatives and members will engage in the solicitation of members, holding of meetings or any other Union activities on Hospital premises or on Hospital time without the prior approval of the Hospital, except as specifically provided for in this Agreement Such approval will not be unreasonably denied.

#### 6.02 - Labour-Management Committee

Where the parties mutually agree that there are matters of mutual concern and interest that would be beneficial if discussed at a Labour-Management 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 **a**t a time and place mutually **satisfactory**. A request for a meeting hereunder will **be** made in writing prior to the date proposed and accompanied by an agenda of **matters** proposed to be discussed, which shall not include matters that are **properly** the subject of grievance or negotiations for the amendment or renewal of this agreement

Any representative(s) attending such meetings during their regula: scheduled hours of work shall not lose regular earnings as a result of such attendance.

It is agreed that the topic of a rehabilitation program for drug and alcohol abuse is an appropriate topic for *the* Labour-Management Committee.

It is understood that joint meetings with other Labour-Management Committees in the Hospital may be scheduled concerning issues of mutual interest if satisfactory to all concerned.

where two or more agreements exist between a Hospital and CUPE the Committee may be a joint one representing employees under both agreements, unless otherwise agreed.

#### 6.03 - Local Bargaining Committee

The Hospital agrees to recognize a negotiating committee comprised of hospital employee representatives of the Union for the purpose of negotiating a renewal agreement (as set out in the Local Provisions Appendix). The Hospital agrees to pay members of the negotiating committee for straight time wages lost from their regularly scheduled working hours spent in direct negotiations for a renewal agreement, up to but not including arbitration. Nothing in this provision is intended to preclude the Union negotiating committee from having the assistance of any representatives of the Canadian Union of Public Employees when negotiating with the Hospital.

When direct negotiations begin or end within ten (10) hours of a negotiating team member's scheduled shift, the Hospitalwill endeavour to provide a one day's leave of absence without pay, to provide a sufficient rest break if the employee so requests. Such request shall not be unreasonably denied. Such leave shall be considered leave of absence for union business, but shall not be deducted from the Union entitlement under Article 12.02.

## 6.04 - Central Bargaining Committee

In central bargaining between the Canadian Union of Public Employees and the participating hospitals, an employee serving on the Union's Central Negotiating Committee shall be paid for time lost from his normal straight time working hours at his regular rate of pay and without loss of leave credits for attending central negotiating meetings with the Hospitals' Central Negotiating Committee in direct negotiations up to the point of arbitration. Upon reference to arbitration, the Negotiating Committee members shall receive unpaid time off for the purpose of attending arbitration hearings.

It is understood and agreed that the maximum number of Union Central Negotiating Committee members entitled to payment under this provision shall be seven (7), and in no case will more than one employee from a hospital be entitled to such payment.

The Union shall advise the Hospitals' Central Negotiating Committee, before negotiations commence, of those employees to be paid under this provision. The Hospitals' Central Negotiating Committee shall advise the seven (7) Hospitals accordingly.

### 6.05 - Union Stewards

The Hospital agrees to recognize Union stewards to be elected or appointed from amongst employees in the bargaining unit who have completed their probationary period for the purpose of dealing with Union business as provided under this Collective Agreement.

A Chief Steward or designate may, in the absence of any steward, assist in the presentation of any grievance, or with any steward function.

The Union shall keep the Hospital notified m writing of the names of Union stewards appointed or selected under this Article as well as the effective date of their respective appointments.

0/

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

Nothing in this Article shall preclude full-time stewards from representing part-time employees and vice-versa.

The number of stewards and the areas which they represent, are to be determined locally.

#### 6.06 - Grievance Committee

The Hospital will recognize a Grievance Committee composed of the Chief Steward and not more than (as set out in Local Provisions Appendix) employees selected by the Union who have completed their probationary period. A general representative of the Union may be present at any meeting of the Committee. The purpose of the Committee is to deal with complaints or grievances as set out in this Collective Agreement.

**The** Union shall keep the Hospital notified in writing of the names of the members of the Grievance Committee appointed or selected under this Article as well as the effective date of their respective appointments.

A Committee member shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending grievance meetings with the Hospital up to, but not including arbitration. The number of employees on the Grievance Committee shall be determined locally.

## **ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE**

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

- 7.02 At the time formal discipline is imposed or at any stage of the grievance procedure an employee shall have the right upon request to the presence of his/her steward. In the case of suspension or discharge the Hospital shall notify the employee of this right in advance.
- 7.03 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, 'and it is understood that an employee has no grievance until he has first given his immediate supervisor the opportunity of adjusting his complaint. Such complaint shall be discussed with his immediate supervisor within nine (9) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee and failing settlement within nine (9) calendar days, *it* shall then be taken up as a grievance within nine (9) calendar days following advice of his immediate supervisor's decision in the following manner and sequence:

## Step No. 1

The employee may **submit a written** grievance signed by the employee to his immediate supervisor, The grievance **shall** identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement which are alleged to be violated. The immediate supervisor will deliver his decision in writing within nine (9) calendar days following **the day** on which the grievance was presented to him. Failing settlement, then:

### <u>Step No. 2</u>

Within nine (9) calendar days following the decision under Step No. 1, the employee may submit the written grievance to his Department Head who will deliver his decision in writing within nine (9) calendar days from the date on which the written grievance was presented to him. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. This step may be omitted where the employee's immediate supervisor and Department Head are the same person. failing settlement, then:

#### Step No. 3

Within nine (9) calendar days following the decision **m** Step No. 2, the grievance may be submitted in writing to the Hospital Administrator or his designee. A meeting will then be held between the Hospital Administrator or his designee and the Grievance Committee within nine (9) calendar days of the submission of the grievance *a* Step No. 3 unless extended by agreement **cf** the parties. It is understood and agreed that a representative of the Canadian Union of Public Employees and the grievor may be present at *the* meeting. It is further understood that the Hospital Administrator or his designee may have such counsel and assistance as he may desire at such meeting. The decision **cf** the Hospital shall be delivered in writing within nine (9) calendar days following the date of such meeting.

- 7.04 A complaint or grievance arising directly between *the* Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 3 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which such employee could himself institute and *the* regular grievance procedure shall not be thereby bypassed.
- 7.05 Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing identifying each employee who is grieving to the Department Head or his designee within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.
- 7.06 The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration. A claim by an employee who has completed his probationary period that he has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Hospital at Step No. 3 within seven (7) calendar days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:
  - (a) confirming the Hospital's action in dismissing the employee; or

- (b) reinstating the employee with or without full compensation for the time lost; or
- (c) by any other arrangement which may be deemed just and equitable.

Wherever the Hospital deems it necessary to suspend or discharge an employee, the Hospital **shall rotify** the Union of such suspension or discharge in writing. The Hospital agrees that it will not suspend, discharge or otherwise discipline an employee who has completed his probationary period, without just cause.

- 7.07 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether **a** matter **is** arbitrable, such grievance may **be** submitted to arbitration as hereinafter provided. If no written request for arbitration is received within eighteen (18) calendar days after the decision under Step No. 3 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within sixteen (16) calendar days after the decision under Step No. 3, it will be deemed to have been received within the time limits.
- **7.08** 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 employees.
- 7.09 When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, *it* shall make such request in writing addressed to the other party to this Agreement, and at *the* same time name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee, provided, however, that If such party fails to name a nominee as herein required, the Minister of Labour for the Province of **Ottario** shall have power to effect such appointment upon application thereto by the party invoking Arbitration Procedure. The two nominees shall attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ortario to appoint a chairman.
- 7.10 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 7.11 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.

- 7.12 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to after, modify, add to ar amend any part of this Agreement.
- 7.13 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and, where there is no majority the decision of the chairman will be final and binding upon the parties hereto and the employee or employees concerned.
- 7.14 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairman of the Arbitration Board.
- 7.15 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 44 (6) of The Labour Relations Act
- 7.16 Wherever Arbitration Board is referred to in *the* Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board *at* the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

## ARTICLE 8 ACCESS TO FILES

#### 8.01 - Access to Personnel File

Each employee shall have reasonable access to his/her personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained *therein*, in *the* presence of the Director of Personnel or designate. An employee has the right to request copies of any evaluations in this file.

#### 8.02 - Clearing of Record

Any letter of reprimand, suspension or any **other** sanction **will** be removed from the record **d** an employee eighteen (18) months following the **receipt** of such letter; suspension or other sanction provided that such **employee's** record has been discipline free for one year.

## **ARTICLE 9 – SENIORITY**

## 9.01 - Probationary Period

A new employee will be considered on **probation util** he **has** completed forty-five days (45) of work (or 337.5 hours of work for employees whose regular hours of work are other than the standard work day), within any twelve (12) calendar months. Upon completion of the probationary period he shall be credited with seniority equal to forty-five (45) working days. With the written consent of the Hospital, the probationary employee and the President of the Local Union or designate, such probationary period may be extended. Any extensions agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration.

## 9.02 - Definition of Seniority

Part-time employees, including casual employees, will accumulate seniority on the basis of one (1) year's seniority for each 1725 hours worked in the bargaining unit as of the last date of hire, except as otherwise provided herein. Seniority will operate on a bargaining unit wide basis.

Notwithstanding the above, employees hired prior to October 10, 1986 will be credited with the seniority they held under the Agreement expiring September 28, 1985 and will thereafter accumulate seniority in accordance with this Article.

### 9.03 - Loss of Seniority

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

- (a) resigns:
- (b) is discharged and not reinstated through the grievance/arbitration procedure;
- (c) *is* retired;
- (d) is absent from scheduled work for a period of three (3)or more consecutive working days *without* notifying the Hospital of such absence and providing to the Hospital a satisfactory reason;
- (e) has been laid off for twenty-four (24) months;

- (f) if the employee has been laid off and fails to return to work within seven (7) calendar days after that employee has been notified by the Hospital through registered mail addressed to the last address on the records of the Hospital, subject to any special provisions regarding temporary vacancies noted under the heading of Layoff and Recall:
- (g) is absent due to illness or disability for a period of thirty (30)calendar months from the time the disability or illness commenced.

#### 9.04 Effect of Absence

**Effective** June 4, 1996, part-time employees shall accrue seniority for a period of eighteen (18) months and service for **a** period of fifteen (15) weeks if absent due to **a** disability resulting in WSI8 benefits, on the basis of what the employee's normal regular hours of work would have been.

### 9.05 - Job Posting

where a permanent vacancy  $\infty \cup rs$  in a classification within the bargaining unit or a new position within the bargaining unit is established by the Hospital, such vacancy shall be posted for a period of seven (7)  $\infty$  nsecutive calendar days. Applications for such vacancy shall be made in writing within the seven (7) day period referred to herein.

The postings shall stipulate the qualifications, classifications, rate of pay, department and shift and a copy shall be provided to the Chief Steward.

Vacancies created by the filling of an initial permanent vacancy will be posted for a period of three (3)consecutive calendar days, excluding Saturdays, Sundays and Holidays. Applications for such vacancies shall be made in writing within the three (3)day period referred to herein.

In matters of promotion and **staff** transfer appointment shall **be** made of the senior applicant able to meet **the** normal requirements of the job.

The name of the successful applicant will be posted on the bulletin board for a period of seven (7) calendar days.

Where there are no successful applicants from within this bargaining unit for vacant positions referred to in this Article, employees in other CUPE bargaining units at the Hospital will be selected in accordance with the criteria for selection above, prior to considering persons who are not members of, CUPE bargaining units at the Hospital. The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with this Article, and selection shall be made in accordance with this Article.

The successful applicant shall be allowed a trial period of up to thirty (30)days, during which the Hospital will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily *return*, or be returned by the Hospital to the position formerly occupied, without forse of seniority. The vacancy resulting from the posting may be filled on a temporary basis until the trial period is completed.

A list of vacancies filled in the preceding month under this Article and the names of the successful applicants will be posted. with a copy provided to the union.

If a transfer is requested by the employee. the employee shall not be eligible for transfer during the six (6) month period following the date of the last transfer except by mutual agreement.

#### Article 9.06 - Transfer and Seniority Outside the Bargaining Unit

- (a) It is understood that an employee shall not be transferred by the Hospital to a **position** outside the bargaining unit without his consent except in the case of temporary assignments not exceeding six (6) months. Such employees on temporary assignments shall remain members of the bargaining unit.
- (b) An employee who istransferred to a position outside the bargaining unit shall not, subject to (c) below, accumulate seniority. In the event the employee is returned by the Hospital to a position in the bargaining unit within twenty-four (24) months of the transfer he or she shall be credited with the seniority held at the time of transfer and resume accumulation from the date of his or her return to the bargaining unit. An employee not returned to the bargaining unit within 24 months shall forfeit bargaining unit seniority.
- (c) In the event an employee transferred out of the bargaining unit under (b) above is returned to the bargaining unit within a period of six (6) calendar months, he shall accumulate seniority during the period of time outside the

### Implementation Note:

Notwithstanding (b), any employee with bargaining unit seniority who is out of the bargaining unit as df the date df the award and who returns to the bargaining unit within 1 year from the date df the award (June 4, 1996) shall not forfeit their seniority.

### 9.07 - Transfer of Seniority and Service

Effective (September 29, **7984**) and for employees who transfer **subsequent** to (September 29, 1984 as set out in Article Q, Local Provisions Appendix):

**For** application **d** seniority for purposes of promotion, demotion, transfer, layoff and recall and service for purposes of vacation entitlement and wage progression:

- (i) an employee whose status is changed from full-time to pad-time shall receive full credit for his seniority and service;
- (ii) an employee whose status is changed from part-time to full-time shall receive credit for his seniority and service on the basis of one (1) year for each 1725 hours worked.

The above-noted employee **shall** be allowed a trial period **c** up to thirty (30) days, during which the **Hospital** will determine if the employee **can** satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned without loss of seniority to his **former** duties on the **same shift** in the same department and **a** the appropriate rate of pay, **subject** to any changes which would have occurred had he not transferred.

#### 9.08 - Notice and Redeployment Committee

(a) Notice

In the event of a proposed layoff at the Hospital of a permanent or long-term nature or the elimination of a position within the bargaining unit, the Hospital shall:

- (i) provide the Union with no less than five (5) months' written notice **d** the proposed layoff or elimination of position; and
- (ii) provide to the affected employee(s), if any, who will be laid off with no less than five (5) months' written notice of layoff, or pay in lieu thereot.

- Note: Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided in (I) above shall be considered notice to the Union of any subsequent layoff.
- (b) A layoff shall not include a reassignment of an employee from her or his classification or area of assignment who would otherwise be entitled to notice of layoff provided:
  - (1) **the** reassignment of **the** employee **is** to an appropriate permanent **job** with the employer having regard to the employee's **skills**, abilities, qualifications and training or training requirements;
  - (II) the reassignment of the employee does not result in a reduction of the employee's wage rate or hours of work;
  - (III) the job to which *the* employee is reassigned *is* located **at** *the* employee's original work *site* or at **a** nearby site in terms *of* relative accessibility for **the** employee;
  - (IV) the job to which the employee is reassigned is on the same or substantially similar shift or shift rotation; and
  - (V) where more than one employee is to be reassigned in accordance with this provision, the reassigned employees shall be entitled to select from the available appropriate vacancies to which they are being reassigned in order of seniority provided no such selection causes or would Cause a layoff or bumping.

**The** Hospital bears the **onus of** demonstrating that the foregoing conditions have **been** met in **the** event of **a** dispute. **The** Hospital shall also reasonably **accommodate** any reassigned employee who **may** experience **a** personal hardship **arising** from being reassigned in accordance with **this** provision.

- (c) Any vacancy to which an employee is reassigned pursuant to **paragraph(b)** need not **be** posted.
- (d) <u>Redeployment Committee</u>

At each Hospital a Redeployment Committee will be established not later than two (2) weeks after the notice referred to in 9.08 and will meet thereafter as frequently as is necessary.

### (i) <u>Committee Mandate</u>

The mandate of the Redeployment Committee is to:

- (1) Identify and propose possible alternatives to Use proposed layoff(s) or elimination of position(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 in the Hospital or positions which are currently filled but which will become vacant within a twelve (12) month period and which are either:
  - (a) within the bargaining unit; or
  - (b) within another CUPE bargaining unit; or
  - (c) not covered by a collective agreement.
- (3) Identify the retraining needs of workers and facilitate such training for workers who are, or would otherwise be, laid off.
- (4) Subject to article 9.10, the Hospital will award vacant positions to employees who are, or would otherwise be laid off, in order ofseniority if, with the benefit of up to six (6) months retraining, an employee has become able to meet the normal requirements of the job.
- (5) Any dispute relating to the foregoing procedures may be filed as a grievance commencing at Step **3**.

## (ii) Committee Composition

The Redeployment **Committee** shall be comprised of equal numbers of representatives of the Hospital and of the Union. The number of representatives will be determined locally. Where for the purposes of HTAP (the Ontario Hospital Training and Adjustment Panel) there is another hospital-wide staffing and redeployment committee created or in existence, Union members of the Redeployment Committee shall serve on any such hospital-wide staffing committee established with the same or similar terms of reference, and the number of Union members on such committee will be proportionate to the number of its bargaining unit members at the particular Hospital in relation to other staff groups.

Meetings of the Redeployment Committee shall be held during normal working hours. Time spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at his or her regular or premium rate as may be applicable.

Each **party** shall appoint **a** co-chair for the Redeployment Committee. Co-chairs shall chair alternative meetings of the Committee and will **be** jointly responsible for establishing the agenda of the Committee meetings, preparing minutes and writing such correspondence **as** the Committee may direct.

(iii) <u>Disclosure</u>

The Hospital **shall** provide to the Redeployment Committee all pertinent staffing and financial information.

(iv) <u>Alternatives</u>

The Redeployment Committee, or where there is no consensus, the committee members shall propose alternatives to cutbacks in staffing to the Hospital's Chief Executive Officer and to the Board of Directors. At the time of submitting any plan concerning rationalization of services and involving the elimination of any position(s) or any layoff(s) to the District Health Council or to the Ministry of Health, the Hospital shall provide a copy, together with accompanying documentation, to the Union.

## 9.09 - layoff and Recall

An employee in receipt of notice of layoff pursuant to 9.08(a)(ii) may:

- (a) accept the layoff; or
- (b) opt to receive a separation allowance as outlined in Article 9.11; or
- (c) opt to retire. if eligible under the terms of the Hospitals of Ontario Pension Plan (HOOPP) as outlined in Article 18.02; or
- (d) displace another employee who has lesser bargaining unit seniority in the same or a lower or an identical-paying classification in the bargaining unit if the employee originally subject to layoff has the ability to meet the normal requirements of the job. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article 9.08.

An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Hospital of his or her intention to do so and the position claimed within seven (7) days after receiving the notice of layoff.

Note: For purposes of the operation **d** clause (d), an identical-paying classification shall include any classification where the straight-time hourly wage rate at the level **d** service corresponding to *that* of the laid off employee is within 1% of the laid off employee's straight time hourly wage rate.

In the event that there are no employees with lesser seniority in the same or a lower or identical-paying classification, as defined in this article, a laid-off employee shall have the right to displace another employee with lesser seniority who is the **least** senior employee in the classification and where the straight-time hourly rate at the **level** of service corresponding to that of the employee is within 7% of the laid-off employee's straight-time hourly rate.

An employee who is subject to layoff other than a layoff of a permanent or long-term nature including a full time employee whose hours of work are, subject to Article 14.01, reduced, shall have the right to accept the layoff or displace another employee in accordance with (a) and (d) above.

An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided he or she has the ability to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been complete.

In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Hospital shall not act in an arbitrary or unfair manner.

An employee recalled **to** work in **a** different classification from which he or she was laid **cff** shall have the privilege of returning to **the** position held prior to the layoff should it become vacant within **six** (6) months of being recalled.

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

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

Employees on layoff shall **be** given preference *for* temporary vacancies which **are expected** to **exceed** ten (10)working **days**. An employee who has **been**, recalled to **such** temporary vacancy shall not **be** required to **accept** such recall and **may** instead remain on **layoff**.

No full-time employee within the bargaining unit shall **be** laid off by reason of his/her **duties** being assigned to one or more part-time employees.

In the event of **a** layoff of an employee, the Hospital shall pay its share of insured benefits premiums for **the duration** of **the** five-month notice period provided for in Article 9.08.

Article 9.10 - Retraining

## (a) <u>Retraining for Positions within the Hospital</u>

Where. with the benefit of retraining of up to six (6) months, an employee who has either accepted the layoff or who is unable to displace any other employee could be redeployed to a hospital position identified by the Redeployment Committee in accordance with Article 9.08(d)(i):

- (i) Opportunities to fill vacant positions identified by the Hospital Redeployment Committee through retraining shall be offered to employees who apply and would qualify for the **position** with the available retraining in order of their seniority until the list of any such opportunities is exhausted. Opportunities to fill vacancies outside of CUPE bargaining units may be offered by the Hospital in its discretion.
- (ii) The Hospital and the Union will cooperate so that employees who have received notice of permanent layoff and been approved for retraining in order to prevent a layoff will have their work schedules adjusted in order to enable them to participate in the retraining, and scheduling and seniority requirements may by **mutual** agreement be waived. The Redeployment Committee will seek the assistance of the Hospital Training and Adjustment Panel (HTAP) to cover the cost of tuition, books and any travel.
- (iii) Apart from any on-thejob training offered by *the* Hospital, any employee subject to layoff who may require a leave of absence to undertake retraining in accordance with the foregoing shall be granted. an unpaid leave of absence which shall not exceed six (6) months.
- (iv) Laid-off employees who are approved for retraining in order to qualify for a vacant position within the Hospital will continue to receive insured benefits.

## (b) <u>Placement</u>

Upon successful completion of his or her training period, the Hospital and the Union undertake to waive any restrictions which might otherwise apply, and the employee will be placed in the job identified in 9.10(a)(i).

An employee subject to layoff who applies but later **declines** to accept a retraining offer or fails to complete the training will remain subject to layoff.

(c) Regional Redeployment Committee

A joint committee of the participating hospitals and local unions identified in Appendix 'A' shall meet prior to June 30, 1993, and will establish Regional Redeployment Committees to identify employment opportunities and to facilitate and arrange for the redeployment of laid off employees. Each Hospital will provide such Regional Redeployment Committee with the name, address, telephone number, and years of service and seniority ofall employees who have been laid off.

In filling vacancies not filled by bargaining unit members, the Hospitals will be encouraged to give first consideration to laid-off employees who are on the list and who are qualified to perform the work. For benefit-entitlement purposes, it is recognized that Hospitals shall be free to grant to any employees hired through this process full credit for service earned with another hospital.

## 9.11 - Separation Allowances

- (a) Where an employee resigns within 30 days after receiving notice of layoff pursuant to article 9.08(a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of twelve (12) 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 (\$3,000) dollars.
- (b) Where an employee resigns later than 30 days after receiving notice pursuant to Article 9.08(a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of four (4) weeks' salary, 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 one thousand two hundred and fifty (\$1,250) dollars.

#### 9.12 - Portability of Service

An employee hired by the Hospital with recent and related experience may *claim* consideration for such experience at the *time of* hiring on a form to be supplied by the Hospital. Any such claim shall be accompanied by verification of previous related experience. The Hospital shall then evaluate such experience during the probationary period following hiring. Where in the opinion of the Hospital such experience is determined to be relevant, the employee shall be slotted in that step of the wage progression consistent with one (1) year's service for every one (1) year of related experience in the classification upon completion of the employee's probationary period. It is understood and agreed that the foregoing shall not constitute a violation of the wage schedule under the collective agreement.

### 9.13 - Technological Change

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

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

Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall be given a period of training, with due consideration being given to the employee's age and previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. The employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six months.

Employees with one (1) or more years of continuous service who are subject to lay-off under conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as above set forth and the requirements of the applicable law.

### ARTICLE 10 - CONTRACTING OUT

### 10.01 - Contracting Out

The Hospital shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any employees other than casual part-time employees results from such contracting out.

#### 10.02 - Contracting Out

Notwithstanding the foregoing, the hospital may contract out work usually performed by members of the bargaining unit without such contracting-out constituting a breach of this provision if the hospital provides in its commercial arrangement contracting out the work that *the* contractor to whom the work is being contracted, and any subsequent such contractor, agrees:

(1) to employ the employees thus displaced from the hospital; and

(2) in doing so to stand, with respect to that work, in the place of the hospital for the purposes of the hospital's collective agreement with the Union, and to execute into an agreement with the Union to that effect.

In order to ensure compliance with this provision, the hospital agrees that it will withdraw the work from any contractor who has failed to meet the aforesaid terms of the contracting-out arrangement.

### 10.03 • Contracting In

Further to Article 9.08(d)(i)(1) the parties agree that the Redeployment Committee will immediately undertake a review of any existing sub-contract work which would otherwise be bargaining unit work and which may be subject to expiry and open for renegotiation within six (6) months with a view to assessing the practicality and cost-effectiveness of having such work performed within the Hospital by members of the bargaining unit.

## ARTICLE 11 - WORK OF THE BARGAINING UNIT

#### 11.01 · Work of the Bargaining Unit

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.

#### 11.02 - Volunteers

The use of volunteers to perform bargaining unit work, as covered by this agreement, shall not be expanded beyond the extent of existing practice as of June 1, 1986.

*Effective*October 1, 1990, the Hospital shall submit to the Union figures indicating the number of volunteers as of September 20, 1990. Thereafter, the Hospital shall submit to the Union, at three (3)month intervals, the number of volunteers for the current month and the number of hours worked.

## ARTICLE 12 - LEAVES OF ABSENCE

#### 12.01 - Personal Leave

Written request for a personal leave of absence without pay will be considered on an individual basis by the Hospital. Such requests are to be submitted to the employee's immediate supervisor at least four (4) weeks in advance, unless not wasonably possible to give such notice, and a written reply will be given within fourteen (14) days except in cases of emergency in which case a reply will be given as soon as possible. Such leave shall not be unreasonably withheld.

#### 12.02 - Union Business

The Hospital shall grant leave of absence without pay to employees to attend Union conventions, seminars, education classes and other Union business in connection with the administration of the collective agreement provided that such leave will not interfere with the efficient operation of the Hospital. Such leave will not be unreasonably denied.

In requesting **such** leave of absence for an employee or **employees**, the Union must give at least twenty-one (21) days clear notice in writing to the Hospital, unless not reasonably possible to give **such** notice.

The cumulative total leave of absence, the number of employees that may be absent *a*: any one time from any one area, and the number of days of absence shall be **negotiated** locally and are *set cut* in the Local Provisions Appendix. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Hospital on the basis of what his normal regular hours of work would have been, provided that the Union reimburses the Hospital in the amount of such salary and applicable benefits within thirty (30) days of billing.

Notwithstandingthe above, time spent by the eight (8) Executive Board members of the Ontario Council of Hospital Unions to fulfill the duties of the position shall be in addition to leave for Union Business under this clause.

Part-time and casual employees will be given full credit for seniority purposes for regularly scheduled hours missed in accordance with this provision.

## 12.03(a) - Full-Time Position with the Union

Upon application by the Union, in writing, the Hospital shall grant leave of absence, without pay, to **an** employee elected **c** appointed to full-time Union office. It is understood that no more than one (1) employee in the bargaining **unit** may be on **such** leave at the same time. Such leave 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.

Seniority shall accumulate for employees during such leave on the basis of what his normal regular hours of work would have been.

The employee shall notify the Hospital of his intention to return to work at least four (4) weeks prior to the date of such return. The employee shall be returned to his former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had the employee not been on leave. Notwithstanding Article 2.01, the Hospital may fill the vacancy resulting from such leave on a temporary basis.

#### 12.03(b) - Leave for OCHU President and Secretary-Treasurer

Upon application **in** writing by the Union on behalf of *the* employee to the Hospital, a leave of absence without pay shall be granted to such employee(s) elected to *the* positions of the President of the Ontario Council **cf** Hospital Unions or the Secretary-Treasurer of the Ontario Council of Hospital Unions for period(s) of **up** to two (2) years. It is understood, however. that during such leave the employee(s) shall be deemed to be an employee of the Union.

There **shall be no loss** of **service** or **seniority** during **such** leave of absence **and** the **employee**(**s**) shall accumulate service and seniority on the basis **d** what his normal **regular** hours of work would have been. During such leave **d** absence, the employee's salary **and** applicable **benefits** shall be maintained by **the Hospital** on **the** basis of **what his normal regular** hours of work would **have** been, provided that **the** Union reimburses the **Hospital** in the **amount d** such salary and applicable **benefits** within thirty (30)days **d** billing.

The employee agrees to notify the **Hospital** of his intention to return to work at least four (4) weeks prior to the date of such return. The employee shall be returned to his former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had the employee not been on leave.

Notwithstanding Article 2.01, the Hospital may fill the vacancy resulting from such leave on a temporary basis.

## 12.04 - Bereavement Leave

Any employee **who** notifies the Hospital as soon **as** possible following a bereavement will be granted bereavement leave for three (3) consecutive calendar **days** off without **loss** of regular pay from regularly scheduled hours in conjunction with the death of the spouse, child, parent, **sister**, **brother**, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-law or grandparent of spouse. The Hospital, in its discretion, may extend **such** leave with or **without** pay. Where an employee does not qualify under the above-noted conditions, the Hospital may, nonetheless, grant **a** paid bereavement leave. For the purpose of bereavement leave, the relationships specified in the preceding clause are deemed to include a common-law spouse and a partner of the same sex.

## 12.05 - Jury & Witness Dity

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the **Crown** is a party, or is required by subpoena to attend a **court** of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital, the employee shall not lose regular pay because of such attendance provided that the employee:

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

In addition to the foregoing, where a part-time employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital on his regularly scheduled day off, he shall be paid for all hours actually spent at such hearings at his regular straight time hourly rate subject to  $(a)_{t}$  b) and (c) above.

## 12.06 - Pregnancy Leave

(a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.

- (b) The employee **shall** *give* written notification at least *two* (2) weeks in advance of the date of commencement of such leave and *the* expected date of return. At such time she shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (d) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Hospital's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 23 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between ninety-three percent (93%) of her normal weekly earnings and the sum of her weekly unemployment insurance benefits and any other earnings. Receipt by the Hospital of the employee's Unemployment insurance cheque stubs shall constitute proof that she is in receipt of Employment Insurance pregnancy benefits.

The employee's normal weekly earnings shall be determined by **multiplying** her **regular** hourly rate on her tast day worked **prior** to *the* commencement of the leave times her normal weekly hours plus any wage increase or salary incrementthat she would be entitled to receive **f** she were not on pregnancy leave.

In addition to the foregoing, the Hospitalwill pay the employee ninety-three percent (93%) of her normal weekly earnings during the first two (2) week period of the leave while waiting to receive Employment Insurance benefits.

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

(e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave on the basis of what the employee's normal regular hours of work would have been.

- (f) The Hospital will continue to pay the percentage in lieu of benefits and its share of pension contributions during the period of pregnancy leave. The Hospital will register those benefits as part of the Supplemental Unemployment Benefit Plan with the Canada Employment Insurance Commission.
- (g) Subject to any changes to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

## 12.07 - Parental Leave

- (a) Parental leaves will be granted in accordance with the provisions of the *Employment* Standards Act, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13)weeks of continuous service.
- (b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least two (2) weeks in advance of the date of the commencement of such leave and the *expected* date of return.
- (c) For the purposes of this article, parent shall be defined to include a person with whom a child is placed for adoption and **a** person who is in **a** relationship of some permanence with a parent of a child and who intends to treat the child **as** his or her **own**.
- (d) An employee who is an adoptive parent 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.

An employee who is an adoptive parent may extend the parental leave for such greater time as may be required by the adoption agency concerned to a maximum total of six (6) months.

An employee shall reconfirm his or her intention to return to **work** on the date originally approved in **subsection** (b) above by written notification received by **the** Hospital at **bast** two (2) weeks in advance thereof.

(e) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Hospital'sSupplemental Unemployment Benefit (SUB)Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit for a period not exceeding ten (10) weeks. That benefit shall be equivalent to the difference between ninety-three percent (93%) of the employee's normal weekly earnings and the sum of his or her weekly employment insurance benefits and any other earnings. Receipt by the Hospital of the employee's employment insurance cheque stub will serve as proof that the employee is in receipt of unemployment parental benefits.

The employee's normal weekly earnings shall be determined by multiplying the employee's regular hourly rate on his or her last day worked prior to the commencement of the leave times the employee's normal weekly hours, plus any wage increase or salary increment that the employee would be entitled to if he or she were not on parental leave.

In addition to the foregoing the Hospital shall **pay** the employee ninety-three percent (93%) of his or her norma! weekly earnings during the first two (2) week period of the leave while waiting to receive Employment Insurance benefits.

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

- (f) Credits for service and seniority shall accumulate for *a* period of up to eighteen (18) weeks while an employee is on parental leave on the basis of what the employee's normal regular hours of work would have been.
- (g) The Hospital will continue to pay the percentage in lieu of benefits and its share of the pension contribution for a period of up to ten (10)weeks while the employee is on parental leave. The Hospital will register these benefits with the Unemployment Benefit Plan.
- (h) Subject to any changes to the employee's status which would have occurred had he or she not been on parental leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

### 12.08 - Education Leave

If required by the Hospital, an employee shall be entitled to leave of absence with pay and without **loss** of seniority and benefits to write examinations to upgrade his or her employment qualifications.

Where employees are required by the Hospital to take courses to upgrade or acquire new employment qualifications, the Hospital shall pay the full costs associated with the courses.

Subject to operational requirements, the Hospital will make every reasonable effort to grant requests for necessary changes to an employee's schedule to enable attendance at a recognized up-grading course or seminar related to employment with the Hospital.

#### 12.09 - Pre-Paid Leave Plan

Effective March 31, 1993, the Hospital agrees to introduce a pre-paid leave program, funded solely by the employee subject to the following terms and conditions:

- (a) The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The employee must make written application to the Hospital at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.
- (c) The number of employees that may be absent at any one time shall be determined between the local parties. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the employee, the local Union and the Hospital.
- (d) Where there **are more applications** than spaces allotted, **seniority** shall govern.
- (e) During the four (4) years of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to the employee until *the* year of the leave or upon withdrawal from the plan.

- (f) The manner in which the deferred salary is held shall be at the discretion of the Hospital.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Hospital and the employee.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which the employee is participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan. The employee will not be eligible to participate in the disability income plan during the year of the leave.
- (i) An employee may withdraw from the plan at any time during the deferral portion provided three (3)months notice is given to the Hospital. Deferred salary, plus accrued interest, if any, will be returned to the employee within a reasonable period of time.
- (j) If the employee terminates employment, the deferred salary **held by** the Hospital plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (k) The Hospital will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. The Hospital will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid cut to the employee within a reasonable period of time.
- (I) **The** employee will be reinstated to his or her former position unless the **position** has been discontinued. in which **case** the employee shall be given a comparable job.

- (m) Final approval for *entry* into the prepaid leave program will be subject to the employee entering into a formal agreement with the Hospital in order to authorize the Hospital to make the appropriate deductions from the employee's pay. Such agreement will include:
  - (i) A statement that the employee is entering the pre-paid leave program in accordance with this Article of the collective agreement.
  - (ii) The period of salary deferral and the period for which the leave is requested.
  - (iii) The manner in which the deferred salary is to be held.

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

### ARTICLE 13 - INJURY & DISABILITY

### 13.01 Injury Pay

If an employee is injured on the job and his supervisor excuses him from further duty for the balance of his shift, the employee's regular rate of pay shall continue for the balance of that shift and there shall be no deduction from sick leave or other credits.

### 13.02 - Payroll Deduction for Union Sponsored LTD Plan

The **Hospital** will provide payroll deduction for the union-sponsored LTD plan where a majority of those eligible in the bargaining unit indicate a willingness to have the premium cost deducted from their wages. The Union shall be responsible for ascertaining the wishes of its members in *this* regard.

### ARTICLE 14 - HOURS OF WORK

14.01 - Daity & Weekly Hours of Work (SeeLocal Appendix, Article G, for Scheduling Provisions)

A standard shift will be seven and one-half (7½) hours, exclusive of a one-half (1/2) hour unpaid lunch break. The regular hours of work for all employees shall not regularly exceed twenty-two and one-half (22 ½) hours per work or forty-five (45) hours averaged over a two week period, except in cases of emergency.

### 14.02 • Rest Periods

Part-time employees shall be entitled to a paid rest period of fifteen (15) minutes for each three and three-quarter (3-3/4) hours of work,

### 14.03 - Additional Rest Periods

When an employee performs authorized overtime work of at least three (3)hours duration, the Hospital will schedule a rest period of fifteen (15) minutes duration.

### **ARTICLE 15 - PREMIUM PAYMENT**

#### 15.01 • Definition **of** Regular Straight Time Rate of Pay

The regular straight time rate of pay is that prescribed in wage schedule of the Collective Agreement.

### 15.02 · Definition of Overtime

When an employee at the request of, and approval of the **Department Head under** which he is employed, is required to work more than seven and one-half (7 ½) hours in any one day he shall be paid according to Article 15.03.

#### 15.03 - Overtime Premium and No Pyramiding

The overtime rate shall be time and one-half (1-1/2) the employee's straight-time hourly rate." (Note: this clause is subject to the application of superior conditions)

Overtime premium will not be duplicated nor pyramided nor shall other premiums be duplicated nor 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.

#### 15.04 - Time Off in Lieu of Overtime

Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked.

Time off in lieu may be taken on a mutually agreed upon basis between the employee and the Hospital, such time off will be the equivalent of the premium rate the employee has earned for working overtime. The Hospital shall revert to payment of premium rate if time off is not taken within sixty (60) calendar days.

### 15.05'-Reporting Pay

Employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available will be paid at least four (4) hours except when work is not available due to conditions beyond the control of the Hospital. The reporting allowance outlined as herein shall not apply whenever an employee has received prior notice not to report for work Part-time employees scheduled to work less than seven and one-half (7-1/2) hours per day will receive a pro-rated amount of reporting pay.

### 15.06 - Call-Back

Where employees are called back to work after having completed a regular shift, and prior to the commencement of their next regular shift, they shall receive a minimum of four (4) hours of work or four (4) hours pay at the rate of time and one-half (1-1/2) their regular hourly earnings. Superior provisions shall remain.

### 15.07 - Standby

An employee who is required to remain available for duty on standby, outside the normal working hours for that particular employee, shall receive standby pay in the amount of \$2.00 per hour for all hours on standby.

Standby pay shall, however, cease where an employee is called into work under **Article** 15.06 above and works during the period of standby.

### 15.08 - Temporary Transfer

Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit for a period in **excess of one-half (½)** of a shift, he shall be paid the rate in the higher salary range immediately above his current rate from the commencement of the shift on which he was assigned the job.

Where a Hospital temporarily assigns an employee to carry out the assigned responsibilities of a classification outside the bargaining unit for a period in excess of one-half ( $\frac{1}{2}$ ) of one shift, the employee shall receive an allowance of \$4.00 for, each shift from the time of the assignment.

### 15,09 - Shift and Weekend Premium

Employees shall be paid a shift premium of forty-fivecents  $(45\phi)$  per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours. The same forty-five  $(45\phi)$  per hour will be paid as weekend premium for all hours worked between 2400 hours Friday and 2400 hours Sunday, or such other 48-hour period as may be agreed upon by the local parties.

### ARTICLE 16 - HOLIDAYS

### 16.01 - Payment for Working on a Holiday

If an employee is required to work on any of the holidays set out in the local Appendix the employee shall be paid at the rate of time and one-half (1-1/2) her straight time hourly rate of pay for all hours worked on such holiday.

#### 16.02 - Payment for Working Overtime on a Holiday

Where an employee is required to work authorized overtime in excess of his regularly scheduled hours on a paid holiday, such employee shall receive twice (2x) his regular straight time hourly rate for such authorized overtime.

### **ARTICLE 17 - VACATIONS**

### 17.01 - Part-Time Entitlement, Qualifiers and Calculation of Payment

**Progression** on Vacation Schedule (Part-Time)

(a) Effective October 10, 1986 part-time employees, including casual employees, shall accumulate service for the purpose of progression on the vacation scale, on the basis of one year for each 1725 hours worked.

Notwithstanding the above, employees hired prior to October 10, 1986 will be credited with the service they held for the purpose of progression on the vacation scale under the Agreement expiring September 28, 1985 and will thereafter accumulate service in accordance with this Article.

- (b) All part-time employees shall *receive* vacation pay to **be** added to the employee's regular bi-weekly pay cheque on the following basis:.
  - i) First two (2) years of service four (4) percent of gross earnings;
  - ii) Employees who have completed two (2) years but less than five (5) years of service six (6) percent of gross earnings:

- iii) Employees who have completed five (5) years but less than fifteen (15) years of service eight (8) percent of gross earnings;
- iv) Employees who have completed fifteen (15) years of service but less than twenty-five (25) years of service ten percent of gross earnings;
- v) Employees who have completed twenty-five (25) years of service or more -twelve 12 percent of gross earnings.

### 17.02 - Work During Vacation

Should an employee who has commenced his scheduled vacation and agrees upon request by the Hospital to return to perform work during the vacation period, the employee shall be paid at the rate of one and one-half (1-1/2) times his basic straight time rate for all hours so worked. To replace the originally scheduled days on which such work was performed, the employee will receive one (1) vacation lieu day *off* for each day on which he has so worked.

### 17.03 - Bereavement During Vacation

Where an employee's scheduled vacation is interrupted due to a bereavement, the employee shall be entitled to bereavement leave in accordance with Article 12.04.

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 18 - BENEFITS FOR PART-TIME EMPLOYEES**

### 18.01 - Benefits for Part-Time Employees

A part-time employee shall receive in lieu cf all fringe benefits (being those benefits to an employee, paid m whole or part by the Hospital, as part of direct compensation or otherwise, including holiday pay, save and except salary, vacation pay, standby pay, call back pay, reporting pay, responsibility allowance, jury and witness duty, bereavement pay, and maternity supplemental unemployment benefits) an amount equal to 14% of his/her regular straight time hourty rate for all straight time hours' paid.

### 18.02 - Retirement Allowance

Prior to issuing notice of layoff pursuant to article **9.08(a)(ii)** in any classification(s), the Hospital will offer early-retirement allowance to a sufficient number of employees eligible for early retirement under HOOPP within the classification(s) in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the number of employees within the classification(s) who would otherwise receive notice of layoff under article **9.08(a)(ii)**.

An employee who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of two weeks' salary for each year of service, plus **a** prorated amount for any additional partial year of service, to **a maximum** ceiling of 26 weeks' salary, and, in addition, full-time employees shall receive **a** single lump-sum payment equivalent to \$1,000 for each year less than age 65 to a maximum of \$5,000 upon retirement.

### ARTICLE 19 - COMPENSATION

### 19.01(a) - Job Classification

When a new classification (which is covered by the terms of this collective agreement) is established by the Hospital, the Hospital shall determine the rate of pay for such new classification and notify the local Union of the same. If the local Union challenges the rate, it shall have the right to request a meeting with the Hospital to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Hospital of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Hospital if the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or Arbitrator as the case may be) 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.

When the **Hospital makes a** substantial change in the job content of an existing classification which in reality causes such **classification** to become **a** new classification, the **Hospital** agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

If the matter is not resolved following the meeting with the Union the matter may be referred to Arbitration as provided in the agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or Arbitrator as the case may be) 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 classifications.

The parties **further** agree that any change mutually agreed to or **awarded** as a result of **arbitration** shall be retroactive only to the date that *the* Union raised the issue with the **Hospital**.

Notwithstanding the foregoing, if as a result of compensable illness or injury covered by WSIB an employee is unable to carry out the regular functions of her position, the Hospital may, subject to its operational requirements, establish a special classification and salary in an endeavour to provide the employee with an opportunity of continued employment. This provision shall not be construed as a guarantee that such special classification(s) will be made available or continued.

### 19.01(b) - Job Descriptions

A copy of the current job description for a bargaining unit position shall be made available to the Union upon request. When a new classification which is covered by terms **cf** this collective agreement **is** created, a copy of the job description shall be forwarded to the Union at **the** time that the Hospital notifies the local Union of the rate of pay pursuant to **article 19.01(a)** above.

### 19.02 - Assignment of **Duties From** Another Classification

Where the Hospital revises the **job** content **d** an existing classification in such a manner that duties of another classification are assigned to it, *the* following shall apply:

(a) An employee who occupies a **position** which is revised in accordance with this article, and who is physically incapable of performing the revised position, will not be required to **perform** those additional duties which exceed the employee's physical capabilities **provided** the employee's physician **provides** documentation to the Hospital of **such** limitation.

### 39

(b) In the event an employee presently occupying a position which is revised in accordance with this article requires additional training to perform duties of the revised position the employee shall be entitled to a period of training, with due consideration being given to the employee's age and previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. The employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six months.

### 19.03 - Promotion to a Higher Classification

An employee who is promoted to a higher rated classification within *the* bargaining unit will be placed in the range of the higher rated classification so that he shall receive no less an increase in wage rate than the equivalent of one step in the wage rate of his previous classification (provided that he does not exceed the wage rate of the classification to which he has been promoted).

### 19.04 - Wages and Classification Premiums

Rates of pay are set **out** for *the* various occupational groups in-Schedule 'A" of this agreement.

For each classification of work or type of performance there shall be set up a minimum and maximum list which shall be termed 'Brackets''.

New employees shall commence at the start rate and prior to the completion of the probationary period the Hospital shall assess new employees

### 19.05 - Progression on the Wage Grid

Effective **October** 10, 1986 part-time employees, including casual employees, shall accumulate service for the purpose of progression on the wage grid, on *the* basis of one year for each 1725 hours worked.

Notwithstanding the above, employees hired prior to October 10, 1986 will be credited with the service they held for the purpose of progression on the wage grid under the Agreement expiring September 28, 1985 and will thereafter accumulate service in accordance with this Article.

### **ARTICLE 20 - HOSPITAL OPERATING PLAN**

- (a) The Union's representative(s) will be included in the consultation and planning process from the early phases of the operating plan development to its final stages of completion, to assist the Hospital in minimizing layoffs or job loss, and in developing labour adjustment strategies where necessary.
- (b) Where the Hospital experiences unforeseen circumstances such that will **necessitate** changes to an operating plan which has been approved by the Ministry of Health, the Hospital agrees **that revisions** to the operating plan will be carried out in consultation with the Union.
- (c) In furtherance of the foregoing, the Hospital agrees to provide to the Union in a timely way any financial and staffing information pertinent to the operating plan, or to any other restructuring plan that would affect the Union's members.
- (d) It is understood that employee time spent at meetings with the employer in pursuance of the above shall be deemed to be work time for which the employee shall be paid by *the* Hospital at his or her regular or premium rate as may be applicable.

### **ARTICLE21 - DURATION**

### 21.01 - Term

This agreement shall be binding and continue in effect and shall continue from year to year unless either party gives written notice to the other party of its desire to bargain for amendments within ninety (90) days prior to the termination date **cf** September 28, 2001. Upon receipt of such notice by one party or the other, both parties will meet thereafter for the purpose of bargaining.

### 21.02 - Central Bargaining

Notwithstandingthe foregoing provisions, in the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, either party to this Agreement may give notice to the other party *d* its desire to bargain for amendments on local matters proposed for incorporation in the renewal of this Agreement and negotiations on local matters shall take place during the period from 120 to 60 days prior to the termination date of this Agreement. Negotiations on central matters shall take place during the period form to the termination date of this Agreement.

It is understood and agreed that 'local matters' means, those matters which have been determined by mutual agreement between the central negotiating committees respectively representing each of the parties to this Agreement as being subjects for local bargaining directly between the parties to this Agreement. It is also agreed that local bargaining shall be subject to such procedures that may be determined by mutual agreements between the central negotiating committees referred to above. For such purposes, it is further understood that the central negotiating committees will meet during the sixth month prior to the month of termination of this Agreement to convey the intentions of their principals as to possible participation in central negotiations, if any, and the conditions for such central bargaining.

Dated at Kingston, Ontario, this \_\_\_\_\_ day of \_\_\_ DECEMBER 1999.

FOR THE LOCAL UNION

FOR THE HOSPITAL

### APPENDIX OF LOCAL ISSUES

The following provisions, while not being an exhaustive listing, are appropriate for inclusion in an Appendix of Local Issues. Any local issue provisions which existed in the hospital's expiring collective agreement shall be continued in the Appendix of local issues subject to any changes, deletions or additions resulting from the current round of bargaining.

- Management Rights
- Statement of Religious Purpose
- Recognition
- Union Membership
- Dues Deduction and Remittance and Dues Lists
- Constitution of Local Bargaining and Grievance Committees
- Seniority Lists
- Scheduling
- Uniform Allowance
- Sick Leave Administrative Provisions
- Designation of Specific Holidays
- Administrative Provision re Payment of Wages
- Meal Allowances
- Bulletin Boards
- Mileage Allowance
- Communication to Union
- Vacation Administrative Provisions
- Pay Day
- Health & Safety

Where a Hospital and a Local union nave reached a settlement of all Local Issues, and the form in which their agreed issues are to appear in the collective agreement is inconsistent with the foregoing agreement of the central parties, then the local parties may re-open negotiations for the sole purpose of ensuring that the form of their collective agreement is consistent with the foregoing. Any difficulties in this regard shall be submitted to the Implementation Committee for resolution.

### IMPLEMENTATION NOTE REPREEXISTING CLAUSES

For those headings containing a reference to this note, if the expiring collective agreement applied to part-time employees, the existing provision shall continue, are used as appropriate by any amendment to the full-time provisions.

JOB TITLE	PAY Step	1996 JAN01	1996 APR 01	1997 APR 01	1997 SEP 29	1998 APR 01	1998 SEP 29	1999 APR 01	1999 SEP 29	2000 SEP 29
DISTRIBUTION PORTER	1	13 160	13 425	13.559	13 627	13.763	13,900	14.039	14.180	14.465
MAILROOM PORTER	2	13.374	13 643	13779	13.848	13.987	14 126	14.268	14.410	14.699
	3	13.587	13.860	13 999	14.069	14.209	14.351	14.495	14.640	14.933
	1	13.720	13.996	14 136	14 206	14.348	14.492	14.637	14.7.83	15.079
CLERK TYPIST 4	2	13.934	14.214	14.356	14.428	14.572	14,718	14.885	15.014	15.314
MEDICAL STENOGRAPHER 4	3	14.099	14.382	14.528	14.599	14.745	14.892	15.041	15.192	15,49
CHEFS ASSISTANT	1	13.983	14.264	14.407	14.479	14.824	14.770	14.917	15.067	15.361
ENVIRON SERV. ASSISTANT	2	14 197	14.482	14.627	14.700	14.847	14.996	15.148	15.297	15.603
UTILITY SERV. ASSISTANT	3	14.411	14.701	14 848	14.922	15.071	15.222	15.374	15.528	15.831
DIETARY AIDE I CASHIER 4										
CLERK 5	,	14 135	14 4 19	14.563	14.638	14.782	14.930	15.080	15,230	15.53
CLERK TYPIST 5	2	14.350	14.638	14.785	14.859	15.007	15.157	15.309	15,482	15.77
MEDICAL STENOGRAPHER 5	3	14.583	14 858	15.004	15 079	15.230	15.382	15.536	15.692	18.00
INPUT OPERATOR 5 PHARMACY CLERK										
CHEF'S ASSISTANT #		14 105	14 389	14.532	14 605	14 751	14.899	15.048	15,198	15.50
CENTRAL PROCESSING AIDE	2	14.351	14.639	14 766	14.860	15.008	15 158	15.310	15.463	15.77
	3	14.583	14.855	15.004	15.079	15.230	15.382	15.536	15.692	16.00
WARD AIDE	1	14 193	14.478	14 623	14 698	14 843	14.992	15.141	15.293	15.59
DIETARY AIDE III	2	14.407	14 897	14.844	14.918	15.087	15.218	15.370	15.523	15.83
	3	14.621	14.915	15.064	15,139	15.291	15.444	15.598	15.754	15.06
CENTRAL DISP PORTER	1	14.165	14 450	14.594	14.667	14 814	14.962	15,112	15.263	15.56
	2	14.425	14715	14.862	14.938	15.086	15 237	15.389	15.543	15.85
	-	14.702			15,223					

JOB TITLE	PAY STEP	1996 JAN 01	1996 APR 01	1997 APR 01	1997 5EP 29	1998 APR 01	1998 SEP 29	1999 APR 01	1999 SEP 29	2000 SEP 29
CASHIER 7	1	14,168	14.451	14.595	14 668	14.815	14.963	15.113	15.264	15.569
STOREKEEPER/INVENT.CLERK 7	2	14.425	14715	14 862	14.938	15.086	15.237	15.389	15.543	15.854
MEDICAL/SURGICAL SUPPLY TECH' PROCUREMENT ASSISTANT	3	14.702	14 998	15.147	15.223	15 375	15.529	15.685	15.841	16.158
* SPD Technician position Incorporated into this position effective Sept. 10/97(formerly in Gr. 1)										
DIETARY AIDE LEADER	1	14.287	14 574	14.720	14.794	14 941	15 091	15.242	15.394	15.702
LINEN SERVICES ASSISTANT	2	14.488	14 777	14 925	15 000	15 150	15 301	15.454	15.609	15.921
GROUNDSKEEPER	1	14.702	14 998	15 147	15.223	15.375	15 529	15.685	15.641	16.158
RECEPTIONIST5	1	14.365	14 654	14.800	14 874	15 023	15 17 3	15.325	15.478	15.788
SECRETARY 5	2	14.598	14 889	15.038	15.113	15 265	15 417	15.571	15.727	16.042
MEDICAL SECRETARY (GFT) 5 MEDICAL SECRETARY 5 SWITCHBOARDOPERATOR 5	3	14.809	15 107	15 258	15.334	15 487	15 642	15.799	15.957	16.276
PRINTER 8	1	14.425	14.715	14 662	14 936	15 088	15 237	15.389	15.543	15.854
	2	14.702	14 998	15.147	15.223	15.375	15.529	15.685	15.841	16.158
	3	14.961	15.262	15.414	15.491	15.646	15.803	15.961	16.120	18.443
RESPIRATORYASSISTANT	1	14 824	14 918	15.067	15 142	15.294	15 447	15.601	15.757	16.072
	2	14.836	15 134	15.288	15.362	15.516	15 67 1	15.827	15.986	16.305
	3	15.067	15.370	15.524	15.601	15.757	15.915	18.074	16.235	16.559
соок		14.670	14 965	15.115	15 190	15.342	15.495	15.650	15.807	16.123
QUALITY CONTROL ASST	2	14.883	15 182	15.334	15.411	15.565	15.720	15.878	18.038	16.357
COORDINATOR, SUPPLY & EQUIPME PATENT CARE ASSISTANT PERIOPERATIVE ASSISTANT I' PERIOPERATIVE ASSISTANT II''	3	15.098	15.401	15.555	15.633	15.790	15.947	18.107	16.268	16.593

\* Reclassified Sept. 28/98 (formerly in Gr. 4a) \*\* Reclassified Feb. 8/99(formerly in Gr. 9)

JOB TITLE	PAY Step	1996 JAN 01	1996 APR 01	1997 APR 01	1997 SEP 29	1998 APR 01	1998 SEP 29	1999 APR 01	1999 SEP 29	2000 SEP 29
CLERK	1	14.57B	14.869	15.018	15.093	15.244	15.396	15.550	15.708	18.020
CLERK TYPIST 6	2	14 835	15 133	15.285	15.361	15.515	15 670	15.825	15.985	16.304
COMPUTER OPERATOR 8	3	15110	15.414	15.568	15.646	15.802	15.960	16.120	16,281	18.607
INPUT OPERATOR 8 ANALYST 8 PHARMACY ANALYST HELP DESK ANALYST										
UNIT CLERK B	t	14.807	15 105	15.256	15.332	15,485	15 640	15.797	15.954	18.274
RECEPTIONIST 6	2	15.082	15.385	15.539	15.817	15.773	15.931	16.090	18.251	18.578
SECRETARY 8	3	15.357	15.668	15.622	15,901	18.060	18.221	16.383	18.547	16.878
MEDICAL STENOGRAPHER 6 MEDICAL SECRETARY (GFT) 6 MEDICAL SECRETARY 6 PORTER LEADER PRINTER 9										
CHEF	1	14.929	15.229	15.381	15.458	15.613	15.769	15.927	16.086	18.408
	2	15 158	15.483	15.617	15.695	15.852	16.011	16.171	16.333	18.859
	3	15.373	15.682	15.839	15.918	16.077	16.238	18,400	18.564	16.896
GEN MAINTENANCE HELPER	1	15.239	15 545	15,701	15 779	15.937	16.096	18.257	18.420	18,748
MASTER PASTRY CHEF	2	15,445	15.755	15.913	15.993	18 152	18,314	18.477	16.642	16.975
DRAFTSPERSON	3	15.661	15.978	18,138	18 218	16.378	16.542	16.708	18.875	17.212
CLERK 7	1	15.143	15.447	15 602	15 680	15 837	15.995	18,155	16.317	16.643
CO-ORDINATOR 7	2	15.402	15.712	15.869	15.948	16 106	16.269	16,431	16.596	18.928
MED STENO 7	3	15.678	15.993	18,153	16.234	16.396	18.560	16.725	16.893	17.231
WAREHOUSE ASSISTANT'										
* New position includes Receivers/ Storekeeper 7(formerify in Gr. 6A)										
MAINT.STORES COORD 10	1	15.325	15.633	15,789	15.868	16 027	16 187	16.349	16.513	16,843
	2	15.810	15,924	18.083	16,163		16,488	16.653	16.820	17.156
	3	15,893	16.212	16.375	18.458		16,787	18.955	17.125	17.467

JOB TITLE	PAY STEP	1998 JAN 01	1996 APR 01	1997 APR 01	1997 Sep 29	1998 APR 01	1998 SEP 29	1999 APR 01	1999 SEP 29	2000 SEP 29
MEDICAL SECRETARY 7	1	15.372	15 681	15 838	15.917	16.076	16.237	16.399	18.563	16.895
SECRETARY ?	2	15.648	15,963	18 122	16,203	16.365	16.528	16.694	16.861	17.198
EDICAL SECRETARY 7 (GFT)	3	15.924	18 244	18.407	18.489	18 653	16.820	16.988	17.158	17.501
MEDICAL SECRETARY 8 (GFT)	1	15 6 16	15.930	16.089	16.170	18 331	16.495	18.680	16.926	17,163
OFFICE COORDINATOR 8	2	15.892	16.211	16.374	16.455	16.620	16.786	18.954	17.124	17.466
	3	16.151	16.476	15 640	16.724	16.891	17.060	17.230	17.403	17.751
CO-ORDINATOR (GFT) 9	1	15.998	16.320	16.453	16.565	16.731	16.898	17.067	17.238	17.583
DEFICE COORDINATOR 9	2	18.273	16.600	16.766	16.650	17.018	17.189	17.360	17.534	17.885
BUYER'	3	16.548	16.881	17.049	17.135	17.306	17.479	17.654	17.830	18.187
PAINTER	1	16.872 17.087	17.211 17 430	17.383 17.605	17.470 17.693	17.645 17.870	17.821 18.048	18,000 18,229	18.180 18.411	18.54
	3	17.304	17.652	17.828	17.917	18.097	18 278	18.460	18.645	18.011
	3	17.304	17.652	17.828			18 278	18.460	18.645	
	3	17.304	17.652	17.828	18 185	18 347	18 278 18.530	18,460	18.645	19.281
LEADHAND PAINTER CONTRACTS CO-ORDINATOR	3	17.304	17.652	17.828			18 278	18.460	18.645	
	3	17.304 17.543 17.760	17.652 17.696 16 1 17	17.828 18.075 18.298	18 185 18 390	18 347 18.574	18 278 18.530 18.759	18.715 18.947	18.645 18.903 19,136	19,281 <b>19.5</b> 15
CONTRACTS CO-ORDINATOR	3 1 2 3	17.304 17.543 17.760 17.974	17.652 17.696 16.117 18.335	17.828 18.075 18.298 18.519	18 185 18 390 18.611	18 347 18.574 18.797	18 278 18.530 18.759 18.985	18.715 18.947 19.175	18.903 19,135 19,387	19.28 19.511 19.75
CONTRACTS CO-ORDINATOR	3	17.304 17.543 17.760 17.974 17.681	17.652 17.696 16.117 18.335 18.036	17.828 18.075 18.298 18.519 18.217	18 185 18 390 18 611 18 308	18 347 18.574 18.797 18.491	18 278 18.530 18.759 18.985 18.676	18.460 18.715 18.947 19.175 18.863	18.645 18.903 19,136 19.367 19.051	19.28 19.511 19.75 19.43 19.65
CONTRACTS COORDINATOR OR TECHNICIAN PLUMBER CARPENTER MECHANIC PLASTERER ELECTRICIAN	3 1 2 3 1 2	17.304 17.543 17.760 17.974 17.681 17.681 17.896	17.652 17.652 16.117 18.335 18.036 18.256	17.828 18.075 16.296 16.519 18.217 18.438 18.659	18 185 18 390 18 611 18 308 18 530	18 347 18.574 18.797 18.491 18.716	18 278 18.530 18.759 18.985 18.965 18.903 18.903 19.129	18.460 18.715 18.947 19.175 18.863 19.092	18.645 18.903 19,136 <b>19.367</b> 19.051 19.283 19.513	19.28 19.511 19.75-
CONTRACTS CO-ORDINATOR D/R TECHNICIAN PLUMBER CARPENTER MECHANIC PLASTERER ELECTRICIAN REFRIGIAIR COND MECH	3 1 2 3	17.304 17.543 17.760 17.974 17.681 17.681 17.896 18.110	17.652 17.696 16.117 18.335 18.038 18.256 18.474	17.828 18.075 16.298 16.519 18.217 18.438 18.659 18.659	18 185 18 390 18 611 18 308 18 530 18 752	18 347 18.574 18.797 18.491 18.718 18.940	18 278 18.530 18.759 18.985 18.903 18.903 19 129	18.460 18.715 18.947 19.175 18.863 19.092 19.320	18.645 18.903 19,136 19.367 19.051 19.283 19.513 19.513	19.28 19.511 19.75- 19.43 19.86 19.90 20.18

PART-TIME

### LOCAL COLLECTIVE AGREEMENT LANGUAGE

BETWEEN

### **KINGSTON GENERAL HOSPITAL**

AND

CANADIAN UNION OF PUBLIC EMPLOYEES , LOCAL 1974

EXPIRES: SEPTEMBER 28, 2001

### TABLE OF CONTENTS

## ARTICLE

### PAGE NUMBER

Α	RECOGNITION1
B	MANAGEMENT RIGHTS 1
С	UNION MEMBERSHIP2
D	DUES DEDUCTION AND REMITTANCE AND DUES LIST
Е	CONSTITUTION OF LOCAL BARGAINING AND GRIEVANCE COMMITTEES
	<ul> <li>1 Eligibility</li> <li>2 Number of Stewards</li> <li>3 Grievance Committee</li> <li>4 Local Bargaining Committee</li> <li>5 Union Leave</li> <li>6 Union Activity On Premises</li> <li>7 Labour Management Committee</li> </ul>
	-7 Labour Management Committee
F	SENIORITY LIST
F G	-
	SENIORITY LIST
	SENIORITY LIST
G	SENIORITY LIST       3         SCHEDULING       3         -1 Posting of Schedule       3         -2 Number of Consecutive Work Days       3         -3 No Guarantee       4         -4 Minimum Call-in       5         -5 Christmas Scheduling       -6         -6 Part-time Scheduling/Call-In Procedures for all Departments Excepting the Department of Nursing         -7 Part-time Scheduling/Call-In Procedures for Employees of the Department of Nursing

### ARTICLE

### PAGE NUMBER

J	PAYMENT OF WAGES 9
	-1 Starting Salary -2 Salary Changes -3 Transfer to Lower Paying Classification
K	BULLETIN BOARDS9
L	COMMUNICATION TO UNION9
	-1 Correspondence -2 Job Descriptions
М	NORMAL RETIREMENT AGE 10
N	UNIFORM ALLOWANCE 10
0	VACATION ADMINISTRATION PROVISIONS
Р	TRANSFER AND SENIORITY OUTSIDEM E BARGAINING UNIT
Q	TRANSFER OF SENIORITY AND SERVICE
R	FILLING MATERNITY LEAVE VACANCIES 11
S	PRINTING OF AGREEMENT 11
т	APPRENTICESHIP PROGRAM 11
U	MODIFIED WORK 11
V	JOINT HEALTH & SAFETY COMMITTEE 12
	- Certified Worker
	LETTERS OF INTENT

#### APPENDIX OF LOCAL ISSUES

#### ARTICLE A - RECOGNITION

The Hospital recognizes the Union **as** the sole and exclusive collective bargaining agent for **all** employees of the Kingston General Hospital regularly employed for less than twenty-two and one-half (22 ½) hours per **week**, save and except persons covered by subsisting collective agreements with *the* Ontario Nurses' Association, the Ontario Public Service Employees Union, the Association of Allied Health Professionals: Ontario, Chartered Local Association No. 3, *the* Canadian Union of Public Employees and *its* Local 1974 (Clerical and Support Service Employees), **supervisors**, technical personnel, lab assistants, and employees working in the Human Resources Department.

#### **ARTICLE B - MANAGEMENT RIGHTS**

The Union agrees to co-operate with the Hospital at aft times to maintain the highest possible standard of service and efficiency and the Union acknowledges, except **as** specifically agreed to elsewhere in the Collective Agreement, the exclusive rights of the **Hospital** as follows:

To direct the operation of the Hospital in the best interest of the patients, the community and the employees, both within and without the bargaining unit.

To formulate policies, rules and regulations which are not inconsistent with the provisions of the Agreement.

To introduce new practices or services, to expand, reduce, eliminate, change or modify present services and practices: to enter into contracts far buildings, repairs, equipment, supplies, materials and services.

To determine, where, by whom, in what manner, to what time and under what conditions, employees in the bargaining unit and/or contractors and their employees shall perform their duties.

To determine in the interest of efficient operation and highest standard of service, the **hours** of work, work assignments, methods of doing the work and the working establishment for any service, provided **always** that reasonable notice shall be given to the employee or employees involved of any changes to be made.

To maintain order and discipline, to hire, promote, transfer employees, or for just cause, to demote, suspend, discharge, or otherwise discipline employees who have completed their probationary period.

To instruct and direct employees in their duties, responsibilities, **conduct** and attitudes **towards** patients, **visitors**, department heads, **supervisors** and other hospital employees who **are** outside the bargaining unit.

To have absolute control of buildings, use of buildings, **use** of utensils, equipment, machinery, tools, supplies, materials, insurance, drugs, medicines, clothing, uniforms and all other articles or things belonging to the Hospital.

### ARTICLE C - UNION MEMBERSHIP

All present members of the Union shall remain members, as a condition of employment and all new employees who become members shall remain members.

### ARTICLE D - DUES DEDUCTION AND REMITTANCE AND DUES LIST

The Hospital agrees to deduct from each pay cheque of all employees, an amount equal to the current dues of the Union (expressed as a percentage of gross pay) as established from time to time by the Union and communicated to the Employer, and further, the Employer agrees to remit the amount deducted to the Union Treasurer. The Employer will endeavour to remit all dues collected to the Union by the 15th working day of the period following the deduction. The Hospital agrees to furnish the Union Treasurer, each month. with an up-to-date list of the names and addresses of the employees paying dues. The list will also include an indication of each employee's gender. The Union shall hold the Hospital harmless with respect to all dues so deducted.

# ARTICLE E - CONSTITUTION OF LOCAL BARGAINING AND GRIEVANCE

-1 ELIGIBILITY

An employee will not **be** eligible to serve **as a** steward or **as** a member **of** the Negotiating or Grievance Committee until he has been employed by **the** Hospital for a **period** of forty-five **(45)** days of work.

### -2 NUMBER OF STEWARDS

In accordance with Article 6.05, the Union shall have the right to appoint, or otherwise select stewards. The total number of stewards shall not exceed six (6). The Union shall advise the Hospital of the names in writing of the stewards as soon as they are appointed and subsequently inform the Hospital forthwith of any changes in the steward appointments. Not more than one (1) steward from a department in a particular work location will be absent from work to performunion duties at any one time, unless mutually agreed by the parties.

### -3 GRIEVANCE COMMITTEE

In accordance with Article 6.06, the Union shall appoint. or otherwise select a grievance committee consisting of not more than three (3) members of the bargaining unit. The Union shall advise the Hospital of the names of the members in writing of the said committee as soon as they are appointed and shall subsequently *inform* the Hospital forthwith of any changes in its personnel.

### -4 LOCAL BARGAINING COMMITTEE

In accordance with Article 6.03, the Union shall have the right to appoint, or otherwise select a Negotiating Committee of not more than four (4) employees, where no more than one (1) are from the same particular work location. The Union shall advise the Hospital of the names of the members of the said committee as soon as they are appointed and shall subsequently inform the Hospital forthwith of any changes in its personnel.

### -5 UNION LEAVE

Individual employees will be granted a maximum of twenty-three (23) days Union Leave in total in any one (1) calendar year. However, members of the Executive Board will be granted a maximum of twenty-eight (28) days Union Leave in any one (1) calendar year and the Union President will be granted a maximum of forty-five (45) days Union Leave in any one (1) calendar year. Such a limitation shall not apply to leave taken by an individual elected to serve on a Central Bargaining team, or to meetings with the Hospital.

Such leave shall only apply where the Hospital would be subject to reimbursement by the Union in accordance with Article **12:02.** Should more than one employee in a **department** or **work** area request union leave, permission for such leave may be granted at the discretion of the immediate supervisor.

### -6 UNION ACTIVITY ON PREMISES

The Union **acknowledges that** the stewards and the members of the negotiating and grievance committees will continue to perform their regular duties on behalf of the Hospital and that such persons will not leave their duties without first obtaining permission from the Head of the Department in which they are working and on completion of such duties shall report back to that official.

The Hospital will endeavour to provide a proper secure office for the use of the Union.

### -7 LABOUR MANAGEMENTCOMMITTEE

In accordance with Article 6.02, up to three (3) members from the Union and up to three (3) members from the Hospital may constitute the committee. One of the representatives of the Hospital shall be the President and Chief Executive Officer or delegate who shall act as Chairperson. The committee shall meet once each month on a date agreed to by mutual consent.

### **ARTICLE F - SENIORITY LIST**

The Hospital shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on CUPE bulletin boards (in close proximity to the cafeteria entrance) twice a year, in January and July.

### **ARTICLE G -** SCHEDULING

### -1 **<u>POSTING OF SCHEDULE</u>**

There shalt be no split shifts scheduled.

### -2 NUMBER OF CONSECUTIVE WORK DAYS

Employees shall not be required to work more than seven (7) consecutive shifts.

### -3 <u>NO GUARANTEE</u>

The aforementioned hours of work shall not be construed as a guarantee of any minimum or as a restriction of any maximum number of hours to be worked.

### -4 MINIMUM CALL-IN

Part-time employees will be called in to work shifts of a minimum of four (4) hours.

#### -5 CHRISTMAS SCHEDULING

It **is** agreed by the parties that scheduling of employees off at Christmas will allow employees who were not scheduled off for Christmas in odd numbered years to have preference for Christmas in even numbered years. After this procedure has been followed, remaining available time off at Christmas will be scheduled by seniority.

#### -6 PART-TIME SCHEDULING/CALL-IN PROCEDURES FOR ALL DEPARTMENTS EXCEPT IN THE DEPARTMENT OF NURSING

- 1. a) The Employershall post shift schedules at least two (2) weeks in advance.
  - b) All regularly available scheduled hours of work in the pay period shall be divided equally amongst all part-time employees in their department/work area/unit, within their classification, subject to the provisions of this Article.
  - c) If an employee is qualified and is requested by the Hospital to work in a different classification, they shall either be paid at the appropriate higher rate of pay, or shall suffer no loss of pay for being so scheduled. Such scheduling shall be in accordance with the equal distribution of hours.
  - d) If an employee is qualified and indicates availability for work in a lower paying classification, they will be paid at the lower rate of pay.
  - e) In the following provisions, available employee shall mean an employee who is qualified and available for call-in, in his/her department/work area/unit. Likewise, the '45 hour lever or '675 hour level" indicated below, shall not result in the splitting of any shift, regardless of the length of the shift. Thus a senior employee who has less than 45 hours or less than 67.5 hours shall be the employee granted the available shift.
- 2. If the individual total number of scheduled hours is less than 45 hours in a pay period, then call-in shall be made by seniority so as to bring the most senior available employee within the classification up to the 45 hour level in a pay period.
- 3. Once the most senior employee has reached the 45 hour level in a pay period, then' further call-in shall go to the next most senior available employee to bring that individual up to the 45 hour level in a pay period, and this will continue in descending order throughout the classification.

4. Once all available **employees** within the **classification** have reached the 45 **hour** level in a pay period, and should the need arise fur further **calkin**, then the **most** senior available employee within the **classification** shall receive the **calkin**.

The most senior available employee shall receive the first calkin shift on each successive unscheduled day up to a maximum of 67.5 hours in the pay period, and this will continue in a descending order throughout the classification.

### 5. AVAILABILITY ROSTER

In accordance with "availability" as indicated above, a part- me employee who is willing to work extra call-in shifts, shall indicate his/her availability on a roster/calendar which shall be provided to each employee every two (2)weeks and shall be posted every two (2)weeks by the Employer. Such an employee shall indicate the shifts fur which he/she is available against the appropriate date, where applicable. Each employee will sign their name on the availability roster/calendar. Where there is more than one (1) regular shift, the employee will indicate which shift(s) they would be available to work. There will be a calkin period assigned to commence two (2) hours prior to commencement of the normal day shift For shifts commencing after midday (12:00 noon), the call-in period will commence four (4) hours prior to the commencement of each shift. Notwithstanding the above, in Nutrition Services there will be an additional call-in period of 1700 hours to 2000 hours to accommodate call-ins for all shifts that commence the next day.

- 6. The Employer will endeavour to call the employees during the designated call-in periods. If such employee should subsequently be unavailable to work as they have indicated, that employee is responsible for changing their availability indication on the roster/calendar with a minimum of twenty-four (24) hours' prior notice, except in cases of emergency.
- 7. It is understood and agreed that no standby pay, call-back pay, or other premium pay provisions will apply to the call-in period or be incurred by employees signing the availability roster/calendar or by any provision in *this* Article. It is understood that premium pay for overtime and paid holidays are not included in this provision.
- 8. The Employer shall call-in the senior employee on the roster/calendar who has indicated his/her availability for a specific shift, and should the Employer find that employee not to be available, the next most senior employee on the roster/calendar who is available and qualified to perform the work shall be called in. Employees having indicated availability and who are not available when called for any three (3) call-in attempts on any three (3) call-in attempts on any three (3) call-sendar for a two (2) week period, except in extenuating circumstances.
- 9. Where no one has indicated availability on the roster/calendar for a particular shift, or if the available employees have been found to be subsequently unavailable as the department has been unable to successfully contact such employees, call-ins will be made from a roster/calendar of those employees who have indicated a willingness to take such calls. in order of seniority.

- 10. Where a need is identified by the Hospital, any call-in hours (e.g. vacation or sick leave) expected to last for three (3) or more consecutive days, will go to the most senior available part-time employee up to a total of 75 hours in a pay period. Such call-in will not result in any changes being made to the employee's existing regularly scheduled weekend of work, ± applicable.
- 11. The refusal of a shift by an employee who indicated they were available for a particular shift for that same day, will be noted and counted as if the employee had accepted the shift.
- 12. If a part-time employee is assigned to a temporary full-time position, as defined under Article 2.01, he/she shall retain his/her status as a part-time employee and the provisions of Article 2.01 shall apply throughout the period of temporary employment.
- **13.** A part-time employee may not be assigned normal full-time hours for more than eight (8) consecutive pay periods without the express agreement of the Union. Notwithstanding this provision, coverage for Leaves of Absence provided for under the Collective Agreement will be excepted from the requirement for Union agreement, and the Union will receive notification of such assignments.
- 14. Employees shall receive a minimum of four (4) hours notice of any shift cancellation. Failure to receive such notice shall result in the Hospital utilizing the provisions of Article 15.05 (Reporting Pay).
- **15.** Part-time employees shall be scheduled one **(1)** weekend off per month, **if the** employee so requests. **Such** weekends off shall not be construed as refusals or indications of unavailability. Such requests for weekends off shall be made in writing no later than *two* (2) weeks **before** the schedule is posted.

Every reasonable **effort** will be made by the Hospital to accommodate such requests. however **seniority** shall be the **governing** factor where there **are** more **requests** than the immediate supervisor can accommodate.

- -7 PART-TIME SCHEDULING/CALL-IN PROCEDURES FOR EMPLOYEES OF THE DEPARTMENT OF NURSING
- 1. The Employer shall post shift schedules at least two (2) weeks in advance, save and except the Resource Pool schedule which shall be posted one (1) week in advance.

All regularly available scheduled hours of work shall be divided equally amongst all part-time employees in the Nursing Unit, within their classification.

If an **employee** is qualified and **is** requested by the **Hospital** to work in a different classification, they shall either be paid at the appropriate higher rate of pay, or shall suffer no **loss** of pay for being **so** scheduled. Such scheduling shall be in accordance with the equal distribution of hours.

If an employee is qualified and indicates availability for work in a lower paying classification, they will be paid at the lower rate **d** pay.

In the following provisions, available employee shall mean an employee who is qualified and available for call-in, in his/her department/work area/unit.

- 2. Resource **Pool** employees, who have been **regularly** scheduled, shall be placed on a Nursing Unit before other employees **are** called in. Part-time employees may make written requests to the Nursing Staffing Office to be available for subsequent call-in **shifts.** Such shifts shall be distributed according to seniority.
- 3. If the individual total number of scheduled hours is less than 45 hours in a pay period, then call-in shall be made by seniority so as to bring the most senior available employee on the Nursing Unit within the classification up to the 45 hour level in a pay period.
- 4. Once the most senior employee has reached *the* 45 hour level in a pay **period**, then further call-in **shall** go to the next most senior available employee **on the** Nursing Unit to bring that individual **up** to the 45 hour level in a pay period, and this will continue in descending order throughout the **classification**.
- 5. Once all available employees within the classification on the Nursing Unit have reached the 45 hour level in a pay period, and should the need arise for further callin, then the most senior available employee within the classification on the Nursing Unit shall receive the call-in.

NOTE: Where no employee is available on the Nursing Unit, Resource **Pool** employees shall be called in, in order of seniority.

- 6. Where a need is identified by the Hospital, any call-in hours (e.g. vacation or sick leave) expected to last for three (3)or more consecutive days, will go to the most senior available part-time employee on *the* Nursing Unit up to a total of 75 hours in a pay period. Such call-in will not result in any changes being made to the employee's existing regularly scheduled weekend of work. If applicable.
- 7. The refusal of a shift by an employee who indicated they were available for a particular shift on that day, will be noted and counted as if the employee has accepted the shift.
- 8. If a par&-timeemployee is assigned to a temporary full-time position, as defined under Article 2.01, he/she shall retain his/her status as a part-time employee and the provisions of Article 2.01 shall apply throughout the period of temporary employment.
- 9. A part-time employee may not be assigned normal full-time hours for more than eight (8) consecutive pay periods without the **express** agreement of the Union. Notwithstanding this provision, coverage for Leaves of Absence provided for under the Collective Agreement will be excepted from the requirement for Union agreement, and the Union will receive notification of such assignments.
- Employees shall receive a minimum of four (4) hours notice of any shift cancellation. Failure to receive such notice shall result in the Hospital utilizing the provisions of Article 15.05 (Reporting Pay).

11. Part-time employees shall be scheduled one (1) weekend off per month, if the employee so requests. Such weekend off shall not be construed as refusals or indications or unavailability. Such requests for weekends off shall be made in writing no later than two (2) weeks before the schedule is posted.

Every reasonable **effort** will be made by the **Hospital** to accommodate such requests, however, seniority **shall** be the governing factor where there **are more** requests than the immediate supervisor can accommodate.

### **ARTICLE H - QUALIFIERS FOR HOLIDAYS**

-1 PAID HOLIDAYS

The following are the twelve recognized paid holidays:

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

### **ARTICLE I - SICK** LEAVE NOTICE REQUIREMENTS

In accordance with Article 18:01 of the Collective Agreement, part-time employees receive an amount in lieu of all fringe benefits which includes sick leave **pay**.

A part-time employee accordingly taking sick leave will observe the following procedures.

a) Employees taking ill or suffering an accident, during working hours, will notify their supervisor, or a person designated by the Department Head, before the employee leaves his duties.

In the case of such absences, the employee will notify his Department Head of his return to work prior to the commencement of his next regular scheduled shift.

b) Where the **illness** or accident takes place **at** times other than the employee's normal working hours, the employee will notify his immediate supervisor, or a person designated by the Department Head, at least one (1) hour prior to the beginning of the day shift. When working on shifts beginning after 12:00 noon, the employee will give at **least four (4) hours'** notice except in such cases where notice is not reasonably possible.

in the matter of all sick leave, employees shall contact their immediate supervisor on the first day of absence to indicate approximately when they expect to resume duty. Where the status of an employee's illness or prognosis for recovery subsequently changes, the employee shall communicate this information to the immediate supervisor. In any event, the employee will confirm their intent to return with their Department Head or available designate on the day prior to the first day back to work.

c) It is agreed that the employees and the Hospital will abide by the provisions of this Article in a reasonable manner.

### ARTICLE J - PAYMENT OF WAGES

### -1 STARTING SALARY

New employees shall commence at the start rate and prior to the completion of the probationary period the Hospital shall assess new employees.

#### -2 SALARY CHANGES

All changes in the salary, whether the result of a promotion, transfer, demotion, or **attainment of** a service anniversary shall become effective at the start of the first pay period following such occurrence.

### -3 TRANSFER TO LOWER PAYING CLASSIFICATION

If the transfer is requested by the Hospital, the employee shall suffer no loss of pay by reason of the transfer except that if the employee is incompetent to perform the duties of his present position, the Hospital reserves the right to offer such employee a position suited to his abilities at a rate of pay which falls within the bracket established for the position offered.

#### **ARTICLE K - BULLETIN BOARDS**

Bulletin Boards designated for 'Union Bulletins' shall be provided by the Hospital in the following areas: Connell Basement, Operating Room, Victory/Connell Area, in close proximity to the Cafeteria entrance, the Fraser Armstrong Patient Clinic Area, and one further area to be mutually agreed by the parties.

#### **ARTICLE L - COMMUNICATION TO UNION**

#### -1 <u>CORRESPONDENCE</u>

All correspondence between the parties arising out of this agreement or incidental thereto shall pass to and from the Recording Secretary of CUPE Local 1974 or the National Representative and the President and Chief Executive Officer or his delegate with a copy to the Recording Secretary of CUPE Local 1974.

### -2 JOB DESCRIF ONS

The Hospital agrees to maintain a file of all postings covered by the CUPE Collective Agreement, with the job descriptions attached. In addition, the Union will receive a copy of all CUPE job postings and current and amended job descriptions as necessary.

### ARTICLE M - NORMAL RETIREMENTAGE

The normal retirement age shall be sixty—five (65) for men and women. Upon notifying the Union, the Hospital may, however, at its sole discretion continue to employ on a month to month bask, any person after he has attained retirement age, at an occupation which takes into consideration the ability and physical and mental condition of such employee. An employee who becomes physically and/or mentally handicapped prior to reaching retirement age may continue to be employed by the Hospital *a* an occupation which takes into consideration the ability and physical and mental condition of such employee.

#### ARTICLE N - UNIFORM ALLOWANCE

When an employee can show that the job being performed requires the need of a lab coat or uniform, the Hospital shall supply the lab coat or uniform as often as may be necessary. A dispute arising out of the interpretation of the Article shall be subject to the grievance procedure. This Article shall apply to Office and Clerical Employees only.

### **ARTICLE O - VACATION ADMINISTRATION PROVISIONS**

Vacation will be scheduled at times mutually convenient to **the Hospital** and employee. Up to and including the 31st March of **the** year in which the vacation is scheduled, employees shall be given preference as to the selection of their vacations on the basis of their seniority. In submitting their request for such vacation, employees will note, in writing, their first and second **choices** for the time of **the** vacation. Subsequent to the 31st March, employee requests shall be granted on a first come, first served basis.

### ARTICLE P - TRANSFER AND SENIORITY OUTSIDE THE BARGAINING UNIT

The effective date referred to in Article 9.05 shall be noted as being September 29, 1984.

NOTE: Employees outside the bargaining unit as of September 29, 1984 will be credited with whatever seniority they held under the collective agreement expiring September 28, 1984 should they be returned to the bargaining unit subsequent to September 29, 1984.

#### ARTICLE Q - TRANSFER OF SENIORITY AND SERVICE

The effective date **referred** to in Article 9.06 shall be noted as being September 29, 1984 and for employees who transfersubsequent to September 29, 1984.

### **ARTICLE R - FILLING MATERNITY LEAVE VACANCIES**

When persons are hired to replace employees who **are** on approved maternity leave, the period of employment of such persons will not exceed the maternity leave. The release or discharge of such persons will not be the subject of **a** grievance or arbitration.

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

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

#### ARTICLE S - PRINTING OF AGREEMENT

The cost of printing this Agreement in booklet form shall be borne equally by each party. Once printed, the new Collective Agreement will be distributed to existing employees in the bargaining unit by the Human Resources Department. The Union will be responsible for the distribution of Collective Agreements to new employees and to those employees requesting replacement  $\infty$  plas. The Hospital will supply the Union with sufficient copies for the distribution of the Collective Agreements.

### **ARTICLES T - APPRENTICESHIP PROGRAM**

Whenever the Hospital participates in a recognized apprenticeship program (as covered by the Apprenticeship Act), the Hospital will notify the Union of all such programs.

#### **ARTICLE U • MODIFIED WORK**

The Hospital will notify the Union of the names of all employees who go off work due to work related injury, within seven (7) days of the original notification of injury.

When it has been medically determined that an employee is unable to return to their own position due to a disability, the Hospital will convene a meeting of two (2) designated Union representatives and a Rehabilitation Counsellor as required to discuss a modified return to work.

The Hospital and the Union will cooperate to investigate any modified work applicable; the employee will be provided with appropriate orientation to the job duties of any modified work; the employee will be able to participate in his/her own case management.

The Hospital agrees to provide the Union with a notification of injury slip and to provide to the employee, two (2) copies of the Workers' Compensation Board Form 7 at the same time it is sent to the Board.

### **ARTICLE V - JOINT HEALTH & SAFETY COMMITTEE**

- a) The Hospital and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.
- b) Recognizing its responsibilities under the applicable legisfation, the Hospital agrees to accept as a member of its Accident Prevention Health & Safety Committee at least one representative selected or appointed by the Union from amongst bargaining unit employees.
- c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- d) The Hospital agrees to  $\infty \alpha \beta e^{rate}$  reasonably in providing necessary information to enable the Committee to fulfill its functions.
- e) Meetings shall be held every third month or more frequently a?the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- f) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one (1) calendar year from the date of appointment which may be renewed for further periods of one (1) year. Time off for such representative(s) to attend meetings of the Accident Prevention - Health & Safety Committee in accordance with the foregoing shall be granted and time so spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at his regular or premium rate as may be applicable.
- g) The Union agrees to endeavour to obtain the full co-operation of its membership in the observance of all safety rules and practices.
- h) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the maternity leave referred to in Article 12.06.
- i) Where the Hospital identifies high risk areas where employees are exposed to Hepatitis B, the Hospital will provide, at no cost to the employees, a Hepatitis B vaccine.

#### **Certified Worker**

The Hospital accepts that one (1) CUPE member who is to serve on the Joint Occupational Health and Safety Committee will be selected among those to be trained as certified workers under the Occupational Health & Safety Act. Any costs associated with the initial training of a certified worker will be paid by the Hospital, or as may be prescribed pursuant to the Occupational Health & SafetyAct.

The parties agree to the Collective Agreement as amended herein. Signed & Kingston this [] day of PECEMBER Signed & Kingston this [] day of 1999. FOR THE UNION FOR THE HOSPITAL mp 1115 Û. ii 1 C v 11

13

#### LETTER OF UNDERSTANDING

#### BETWEEN

#### KINGSTONGENERAL HOSPITAL

#### AND

#### CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1974

#### **RE: JOB EVALUATION**

- 1) In accordance with the provisions of Article B Management Rights and Article 19.01 - Job Classification, the Hospital reserves the right to establish wage classifications and determine rates of pay.
- 2) The Hospital and the Union agree *that* the rates of pay established for classifications covered by these Collective Agreements shall be determined based on the evaluation **outcome of** current job descriptions and Will be determined in an object, fair and equitable manner.
- 3) The aforementioned objective will be accomplished as follows:
  - a) The Hospital-and the Union will select an objective gender neutral job evaluation system to be applied to all classifications covered by the Collective Agreements. This selection shall be accomplished by 1992 December 31, unless otherwise agreed.
  - b) The Hospital will develop job descriptions for all current jobs using a consistent format that supports the selected job evaluation system. Completed job descriptions will be maintained on a current and continuing basis. In the development and maintenance of job descriptions, incumbent employees or their representatives will be provided with an opportunity to make written comments as to the descriptions and their contents.
  - c) The Hospital will evaluate all jobs covered by the Collective Agreements, using the selected job evaluation system referred to in (a) and the job descriptions referred to in (b) above. The resulting evaluation will then go forward to a joint Job Evaluation Committee consisting of one (1) Hospital representative and one (1) Union representative. Committee meetings will be held every other week, whenever possible and in accordance with the availability of the representatives. Any change recommended by the Committee regarding rates of pay will be submitted for Hospital consideration. In accordance with Article 20.01, the Union reserves the right to challenge rates of pay for classifications.
  - d) The Hospital will examine the results arising from (c) above for fairness and equity of the total wage structure set out in Schedule 'A" of the Collective Agreements. Any proposals resulting from this exercise may be submitted to negotiations for the renewal of the Collective Agreements.

- e) All new or amended job descriptions will be evaluated in accordance with the provisions of this Agreement.
- f) The parties will review and audit this process from time to time.
- g) The CUPE representative who participates on the Job Evaluation Committee shall suffer no loss of pay for time spent during his/her regularly scheduled hours of work for such participation. This shall not result in any overtime or premium payments being paid.
- 4) The Hospital and the Union agree that, in giving effect to this Agreement, any rights of the respective parties under the terms of the Collective Agreements will take precedence.
- 5) This Agreement is made on a without prejudice and without precedent basis and may be relied upon only to the extent necessary to enforce the terms of the Agreement itself. This Agreement shall have no impact on any other matter which may arise between the parties.
- 6) This Agreement shall remain in effect during the duration of the term of this Collective Agreement.

Dated at Kingston this	17	day <b>œ</b>	DECEMBER	_ 1999.
------------------------	----	--------------	----------	---------

FOR THE HOSPITAL

FOR THE UNION

### LETTER OF INTENT

### BETWEEN

### KINGSTON GENERAL HOSPITAL

#### AND

#### CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1974

The Standards of Practice for Registered Practical Nurses from the College of Nurses of Ontario identify the minimum expectations for providing safe, effective and ethical nursing care.

Strategies. interventions, skills and Delegated Controlled Acts, outlined *in* the Standards of Practice, will be approved in accordance with Hospital Policy, for practice by the Registered Practical Nurses.

The Hospital will encourage participation and will endeavour to provide educational opportunities for the Registered Practical Nurse to acquire the approved skills during regularly scheduled working hours. If this is not possible and the Registered Practical Nurse is required to attend educational sessions outside of her regularly scheduled working hours, she shall receive straight time pay for all hours in attendance.

DECEMBER Dated at Kingston this /' / day of 1999.

FOR THE HOSPITAL

Par Derne

FOR THE UNION

16

### LETTER OF UNDERSTANDING

#### BETWEEN

### KINGSTON GENERAL HOSPITAL

### AND

### CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1974

### **RE: REPRESENTATION AT MEETINGS UNDER THE GRIEVANCE PROCEDURE**

The parties are in agreement that the following Union and Hospital representatives may attend meetings as provided for under the grievance procedure (Article 7).

Complaint Stage	<ul> <li>Employees making complaint</li> <li>one Union steward (if desired by employee)</li> <li>immediate supervisor</li> <li>one Human Resources member (if desired by supervisor)</li> </ul>
<u>Step One</u>	<ul> <li>grievor</li> <li>one Union steward</li> <li>immediate supervisor</li> <li>one Human Resources member</li> </ul>
<u>Step Two</u>	<ul> <li>grievor</li> <li>Union steward</li> <li>Union Chief Steward, Vice-President or President</li> <li>immediate supervisor</li> <li>department head (or designate)</li> <li>one Human Resources member</li> </ul>
<u>Step Three</u>	<ul> <li>grievor</li> <li>Union Grievance Committee (i.e. 4 members) plus "advisor" if desired</li> <li>immediate supervisor</li> <li>department head (or designate)</li> <li>KGH Vice-President</li> <li>up to two Human Resources members</li> </ul>
Grievance Settlement	<ul> <li>in accordance with Step Three plus legal counsel or "presenter" for the case, if requested</li> </ul>

Any exception to the numbers indicated above may occur where a Union Steward  $\alpha$ Human Resources member or other individual is receiving orientation or has a specific interest in the case. Such additional person(s) shall not, unless otherwise agreed, participate in *the* proceedings and will be present *for* purposes of observation only.

\_day of DECEMBER Signed at Kingston this /// 1999.

FOR THE HOSPITAL

FOR THE, UNION r Bucha