

SOURCE			
EFF.			
TERM.			
No. OF EMPLOYEES			
NOMBRE D'EMPLOYÉS			

62 F.T.
36 P.T.

**COLLECTIVE
AGREEMENT**

-between-

THE BOARD OF GOVERNORS

**OF KINGSTON GENERAL HOSPITAL
(hereinafter called the Hospital)**

-and-

ASSOCIATION OF

ALLIED HEALTH PROFESSIONALS: ONTARIO

Expiry Date: June 30, 1991

COLLECTIVE

AGREEMENT

- between -

THE BOARD OF GOVERNORS

OF

KINGSTON GENERAL HOSPITAL
(hereinafter called the Hospital)

- and -

ASSOCIATION OF

ALLIED HEALTH PROFESSIONALS: ONTARIO

Expiry Date: June 30 1991

NOV 19 1990

09063021

INDEX

Article		Page
1	Purpose.....	1
2	Recognition and Scope.....	1
	Definition	
	Feminine & Masculine	
3	No Discrimination	2
4	No Strikes or Lockouts	2
5	Management Rights.....	3
6	Job Security.,	4
7	Association Membership and Dues	4
8	Representation.....	5
	Negotiating Committee	
	Grievance Committee	
	Pay Equity Committee	
9	Association - Hospital Relations Committee	6
10	Grievance and Arbitration Procedure	6
	Step 1	
	Step 2	
	Step 3	
	Policy Grievance	
	Group Grievance	
	Discharge Grievance	
11	Conditions of Employment	10
12	Hours of Work.....	11
	Scheduling	
	Job Sharing	
13	Overtime, Standby, Callback, Shift Differential.....	12
	Standby	
	Callback	
	Transportation Allowance	
	Shift Differential	
	Weekend Premium	
14	Seniority....	14
15	Promotions and Staff Changes.....	16
	Job Postings	
	Promotions and Transfers	
16	Payment of Salaries and Allowances.....	17
	Annual Increments	
	Retroactivity	
	Responsibility Allowance	
	Termination of Employment	
17	Layoff and Recall	20
18	Pay While Sick.....	20

19	Vacation	22
	Vacation Entitlement	
	Vacation Scheduling	
	Sickness and Accidents	
20	Paid Holidays.....	24
21	Employee Benefits.....	25
22	Leave of Absence.....	27
	Personal Leave	
	Association Leave	
	Bereavement Leave	
	Educational Leave	
	Maternity & Adoption Leave	
	Pre-Paid Leave Plan	
23	Jury and Witness Duty.....	32
24	Bulletin Board	33
25	Laundering of Uniforms or Protective Clothing.....	33
26	Health and Safety	33
27	Computers	33
28	Technological Change	33
29	General	34
30	Term of Agreement	35
Schedule "A" • Full-time Employees		
	(Monthly Salary Ranges).....	36
Schedule "B" • Letter of Intent.....		
		38

ARTICLE 1: PURPOSE

- 1.01 a) The parties hereto agree it is mutually beneficial and desirable to promote an effective collective bargaining relationship, and to set forth herein the agreements concerning rates of pay, hours of work, and conditions of employment for all employees recognized herein, which **are** to be observed insofar as they affect the Hospital's operations.
- b) The parties hereto recognize that it is to their mutual interest to promote, as much as possible, safe working conditions, efficiency of operations, service to the public, and protection of property. It is understood and agreed that this can best be achieved and maintained through a co-operative relationship among the Hospital, the employees, and the Association Representatives, and by the settlement of all differences in a prompt and equitable manner.

ARTICLE 2: RECOGNITION AND SCOPE

2.01 The Employer recognizes the Association as the bargaining agent of all paramedical employees of the Board of Governors of the Kingston General Hospital, commonly known as Kingston General Hospital at Kingston, and their assistants, save and except supervisors, persons above the rank of supervisor, students employed during the school vacation period, and persons covered by subsisting collective agreements.

2.02 Definition

- (a) "Employee" means an employee of the Kingston General Hospital for whom the Association is the recognized collective bargaining agent.
- (b) "President/Chief Executive Officer" means the President Chief Executive Officer of Kingston General Hospital.
- (c) A full-time employee is defined as an employee who is normally scheduled to work thirty-seven and one-half (37 1/2) hours per week.
- (d) A regular part-time employee is defined as an employee who is scheduled to work on a pre-determined basis and works less than thirty-seven and one-half (37 1/2) hours per week.
- (e) A casual part-time employee is defined as an employee who works on an occasional or week-end relief basis.

- (f) A temporary employee shall be an employee who is hired for a specific period of time, ~~or~~ who is temporarily filling a position vacated ~~by~~ a leave of ~~absence~~.
- (g) A ~~job-sharing~~ employee is defined ~~as~~ an employee who is ~~sharing~~ a full-time position with one ~~or more~~ employees.

2.03 Feminine and Masculine

Wherever the feminine pronoun is used in this Collective Agreement, it includes the masculine pronoun where the context so requires. Where singular is used it may also be deemed to mean plural. Wherever the term "employee" or "employees" is used in this Agreement it shall be deemed to include **males** and females.

ARTICLE 3: NO DISCRIMINATION

- 3.01 ~~The~~ Employer and the Association agree that there shall be no harassment nor any discrimination, interference, restriction or coercion exercised ~~or~~ practiced with respect to any employee by reasons as listed in the Human Rights Code, including ~~sexual~~ orientation, ~~nor~~ by reason of her membership or non-membership in the Association.
- 3.02
 - a) Harassment is defined as engaging in a course of vexatious comments or conduct that is ~~known or~~ ought reasonably to be ~~known to be~~ ~~unwelcome~~.
 - b) Sexual harassment shall ~~be~~ defined as any conduct:, comment, gesture ~~or~~ contact of a sexual nature ~~that ...~~
 - i) is likely to cause offence, ~~or~~ humiliation to any employee, ~~or~~
 - ii) might, on reasonable grounds, be perceived by that employee as placing a condition of a sexual nature on employment ~~or~~ on any opportunity for training ~~or~~ promotion.
 - c) It is agreed that every employee is entitled to a working environment free of harassment. ~~An~~ employee who believes she has been sexually harassed may initiate a complaint in accordance with the provisions of the Hospital's; Policy on Sexual and Workplace Harassment.

ARTICLE 4: NO STRIKES OR LOCK-OUTS

- 4.01 The Association, believing as a matter of professional ethics that patient care is their primary concern, shall not cause, direct or consent to any strike or other collective action by its members which will stop, curtail ~~or~~ interfere with the operation of the Hospital. If such action should be ~~be~~ ~~taken~~, by the employees, the Association shall instruct ~~the~~ employees to return to work and perform their normal duties. The Employer shall not cause ~~or~~ direct any lock-out of ~~its~~ employees.

4.02 In the event that any other union or association or organization should engage in a strike or other unlawful withdrawal of services from the Employer and establish picket lines or engage in other tactics designed to prevent employees from discharging their obligation to the patient, the Employer will endeavour to provide protection as may be necessary.

ARTICLE 5: MANAGEMENT RIGHTS

5.01 Subject to the right of any employee, who feels that she has been unjustly treated to lodge a grievance in *the* manner hereinafter provided, in Article 10, the Association agrees to cooperate with *the* Employer at all times to maintain discipline and to maintain the highest possible standard of service and efficiency and the Association acknowledges the exclusive rights of the Employer as follows:

- (a) To direct the operation of the Hospital in the best interest of the patients, the community and the employees, both within and without the bargaining unit.
- (b) To formulate policies, rules and regulations which are not inconsistent with the provisions of the Agreement.
- (c) To introduce new practices or services, to expand, reduce, eliminate, change or modify present services and practices; to enter into contracts for buildings, repairs, equipment, supplies, materials and services.
- (d) To determine where, by whom, in what manner, to what time and under what conditions, employees in the bargaining unit and/or contractors and their employees shall perform their duties.
- (e) To determine in the interest of efficient operation and highest standard of service, the hours of work, work assignments, methods of doing the work and the working establishments for any service, provided always that reasonable notice shall be given to the employee or employees involved of any changes to be made.
- (f) To maintain order and discipline, to hire, promote, transfer, demote, suspend, discharge, or otherwise discipline employees for just cause who have completed their probation period under Articles 14.01 and 14.02.
- (g) To instruct and direct employees in their duties, responsibilities, conduct and attitudes towards patients, visitors, department heads, supervisors and other Hospital employees who are outside the bargaining unit.
- (h) To have absolute control of buildings, use of buildings, use of utensils, equipment, machinery, tools, supplies, materials, insurance, drugs and medicines and of clothing, uniforms, and all other articles or things belonging to the Employer.

ARTICLE 6: JOB SECURITY

6.01 The Employer will not contract out any work which will result in ~~an~~ employee in the bargaining unit ~~being~~ laid off or ~~suffer~~ a reduction in his regular burly rate of pay.

ARTICLE 7: ASSOCIATION MEMBERSHIP AND DUES

7.01 The Employer shall allow a representative of the Association fifteen (15) minutes to meet with all new employees at the time of their orientation. If a new employee does not attend orientation, the Association representative shall ~~nevertheless~~ **nevertheless** be allowed fifteen (15) minutes to meet with her. In order to facilitate this process, the bargaining unit representative or designate shall call the Human Resources Department prior to each orientation session to determine if new members will be attending orientation that month.

7.02 The Employer will deduct, from the first pay cheque in each calendar month, an amount certified by the Treasurer of the Association and remit ~~same~~ **same** to the ~~Treasurer~~ **Treasurer** of the Association within thirty (30) days after ~~such~~ **such** deduction is ~~made~~.

7.03 Along with the dues, the Employer shall forward to the Association a list showing the ~~names~~ **names** of all employees from whom Association dues ~~are being~~ **are being** deducted together with a list of new employees, terminations, and all ~~other~~ **other** changes of ~~status~~ **status** which affect dues deductions or the rate of dues deducted. A ~~second~~ **second** copy of both lists shall be provided to the Bargaining Unit Representative.

7.04 No person shall hold meetings, collect Association dues or assessments, solicit membership in the Association, or sell or distribute books, pamphlets, or any ~~other~~ **other** written, printed or mechanically reproduced material of any description on the property of the Employer unless such activity - a) is specifically permitted elsewhere in this Agreement; or b) the Director of Human Resources grants permission in writing.

7.05 Notice of any ~~change~~ **change** in the amount of Association dues will be provided in writing by the Association to ~~the~~ **the** Director of Human Resources at least two months prior to the commencement of the pay period in which the new rate is to be implemented.

7.06 • The Association shall hold the Employer harmless with respect to all dues ~~so~~ **so** deducted and remitted, and with respect to any liability which the Employer might incur as a result of such deduction.

ARTICLE 8: **REPRESENTATION**

- 8.01 The Employer acknowledges the right of the Association to appoint or otherwise select members of the Association to the following committees having to do with the collective bargaining relationship between the Employer and its employees as defined herein, and the Employer agrees to recognize such committees and representatives:
- (a) Negotiating Committee, which shall be composed of up to three (3) members of the bargaining unit plus an outside counsel or advisor from the Association, whose duties shall consist of negotiating the renewal or modification of the terms of this Agreement with such representative or representatives of the Employer as the Employer may deem appropriate;
 - (b) Grievance Committee, which shall be composed of up to three (3) members of the bargaining unit, no more than two (2) of whom shall meet with the Employer at any time with respect to the processing of a grievance arising out of the terms of this Agreement.
 - (c) Pay Equity Committee, which shall be composed of up to three (3) members of the bargaining unit plus an outside counsel or advisor from the Association, whose duties shall consist of negotiating a Pay Equity Plan in accordance with Bill 154, An Act to Provide for Pay Equity with *such* representative or representatives of the Employer as the Employer may deem appropriate.
- 8.02 Members of the negotiating, grievance and pay equity committees shall be known as staff representatives and no employee shall be eligible to serve as a staff representative unless such employee has completed her probationary period.
- 8.03 The Association shall keep the Employer notified in writing of the names of its staff representatives and their alternates, and the name or names of its other authorized representatives and the respective dates of *their* appointments as well as *their* mailing addresses.
- 8.04 The Association acknowledges that **the** members of the negotiating, grievance and pay equity committees will continue to perform their regular duties on behalf of the Employer and that such persons will not leave their duties without first obtaining permission from their immediate manager and on completion of such duties shall report **back** to that official. Such permission shall not be unreasonably withheld.

8.05 In accordance with ~~this~~ understanding, such employee shall be compensated by the Employer to the extent of *their* regular pay for such time spent in dealing with the matters arising out of this Agreement, up to, but not including arbitration, providing the matter cannot be dealt with outside of regular hours. Compensation will ~~pot~~ be allowed for time spent outside of the employee's regular working hours, and the Employer reserves the right to withhold payment if the ~~member~~ of the Association does not conform to the accepted practice in dealing with matters arising out of this Agreement, or if unreasonable or abnormal amount of time is consumed in dealing with such matters.

8.06 Representatives of the Association may enter the Hospital premises with prior approval from the Employer in order to assist in the settlement of a grievance. Such permission shall not be unreasonably withheld,

ARTICLE 9: ASSOCIATION/HOSPITAL RELATIONS COMMITTEE

9.01 There shall be established an Association-Hospital Relations Committee consisting of up to four (4) ~~members~~ from the Association and up to four (4) members from the Employer. The Chairman shall be the Hospital President or delegate.

9.02 The Committee shall meet at regular intervals as agreed to by mutual consent.

9.03 The purpose of the Committee shall be to exchange views on matters which may tend to promote improvement in the function of the Hospital, including quality of service, the welfare of its employees and any matter that may affect the bargaining unit.

9.04 This Committee shall not deal with grievances nor in any way supplant Article 10 (Grievances) of this Agreement.

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

9.06 It is understood that each of the parties shall provide adequate notice of meetings at least seventy-two (72) hours in advance.

ARTICLE 10: GRIEVANCE AND ARBITRATION PROCEDURE

10.01 For purposes of this Agreement, a grievance is defined as a difference arising between a member of the bargaining unit and the Hospital relating to the interpretation, application, administration or alleged violation of the Agreement or the discipline, discharge or suspension of an employee covered by this agreement.

10.02

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

Step No. 1

The employee must submit the grievance in writing signed by her to her immediate manager and may be accompanied, if she so desires, by a member of the Grievance Committee. The grievance shall identify the nature of the grievance and the remedy sought and should specify the provisions of the Agreement which are alleged to have been violated. The immediate manager will deliver her decision in writing within seven (7) continuous days following the day on which the grievance was presented to her. Failing settlement, then:

step No. 2

Within *seven* (7) continuous days following the decision under Step No. 1, the employee who, if she so desires, may be accompanied by a member of the Grievance Committee may submit the written grievance to her Department Head, Divisional Director or designate as applicable, who will deliver a decision in writing within *seven* (7) continuous days from the date on which the written grievance was presented. Failing settlement, then:

step No. 3

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

10.03 Policy Grievance

A grievance arising directly between the Hospital and the Association concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 3 within fourteen (14) continuous **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 she could have instituted herself and the regular grievance procedure shall not be thereby by-passed. Where *the* grievance is a Hospital grievance it shall **be** filed with the Association representative.

10.04 Group Grievance

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

10.05 Discharge Grievance

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

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

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

- 10.06 Failing settlement under the foregoing procedure of any grievance, including a question as to whether the grievance is arbitrable, it ~~may~~ be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within fourteen (14) continuous days after the decision under Step No. 3 is given, the grievance shall be deemed to have been abandoned.
- 10.07 All agreements reached under the grievance procedure between the representatives of the Hospital, the representatives of the Association and the grievor(s) will be final and binding upon the Hospital, and the Association and the employee(s).
- 10.08 When either party requests that any matter be submitted to arbitration, as provided in this Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time appoint a nominee. Within seven (7) continuous days thereafter, the other party shall appoint its nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to select by agreement a chairperson of the Arbitration Board. If they are unable to agree upon a chairperson within a period of fourteen (14) continuous days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairperson.
- 10.09 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 10.10 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 10.11 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 10.12 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and, where there is no majority, the decision of the chairperson will be final and binding upon the parties hereto and the employee or employees concerned.
- 10.13 Each of the parties hereto will bear the expense of its witnesses if any, and its nominee and the parties will share equally the fees and expenses, if any, of the chairperson of the Arbitration Board.
- 10.14 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. If the respondent does not reply within the time limits, the grievor may proceed to the next step.

10.15 Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

ARTICLE 11: CONDITIONS OF EMPLOYMENT

11.01 (a) All employees refusing, without good and sufficient reasons, to take a medical or x-ray examination as required in the Public Hospitals' Act (as amended from time to time), may be dismissed from the service of the Hospital.

(b) All employees refusing, without good and sufficient reasons, to undergo vaccination or inoculation and other clinical procedures, when required, may be transferred to another job, or placed on leave of absence without pay until the emergency is over. The words "other clinical procedures" refer to those covered by The Public Hospitals' Act.

11.02 It shall be the duty of employees to notify the Employer promptly of any change of address, telephone number, name, next of kin, marital status and number of dependents. Should an employee fail to notify the Employer of a change of address, the Employer shall not be held responsible for the failure of any notices which may be required under the terms of this Agreement to reach such employees.

11.03 The normal retirement age is sixty-five (65), and employees will normally retire at the end of the month in which their 65th birthday falls, however, the Hospital may continue to employ any person who notifies the Hospital at least six (6) months in advance of her 65th birthday that she does not wish to retire. The Hospital shall respond in writing to such request by at least three (3) months in advance of the employee's 65th birthday. Such extensions of employment status will be subject to review every six (6) months.

11.04 (a) Pharmacists must be licensed by the Ontario College of Pharmacists within eighteen (18) months of the date of appointment to the classification of Pharmacist.

(b) In accordance with the standards of practice established for Pharmacists at Kingston General Hospital, all Pharmacists will be required to present proof of annual renewal of their licence to their Department Head by no later than 1 March of each year.

Failure to provide evidence of such licence without an acceptable reason as indicated in (a) and (b) above shall cause the employee to be suspended without pay until such proof is provided. Further, failure to provide such proof after three (3) months of suspension without pay will result in loss of seniority rights and termination under Article 14:05.

ARTICLE 12: HOURS OF WORK

- 12.01 (a) The normal hours of work for full-time employees shall consist ~~of seventy-five (75) hours~~ in any two (2) week pay period. The normal shift shall be composed of seven and one-half (7 1/2) consecutive hours, exclusive of meal time.
- (b) Such hours shall be worked in accordance with rotating shift schedules ~~as determined by~~ the Employer.
- (c) 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.

12.02 There shall be one fifteen (15) minute rest ~~period~~ in each half, of ~~each~~ seven and one-half (7 1/2) hours shift worked.

12.03 Scheduling

- (a) Where the present practice of the department is to post schedules, ~~this practice will continue. Four (4) week tour of duty schedules will be posted at least two (2) weeks in advance. The schedules shall be posted on Fridays. The Employer will endeavour to provide as much advance notice of changes as possible. Nothing shall preclude the Employer's right to change the posted schedule in case of emergency.~~
- (b) The Employer will make **every** reasonable effort to arrange schedules ~~so that no employee will work for more than seven (7) consecutive days without two (2) consecutive days off.~~
- (c) A request for a change in the posted time schedule must be submitted to and approved by the Employer prior to the change. It is understood that such change initiated by the employee ~~and approved by~~ the Employer shall not result in overtime payment.
- (d) The Employer will **endeavour** to schedule one weekend off in three (3), but if the employee is required to work on a fourth or subsequent consecutive weekend of duty, she shall be paid at the rate of ~~time and~~ one-half her **regular salary** for the hours involved save and except where:
- (i) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
- (ii) such employee ~~has~~ requested weekend ~~work~~; or
- (iii) such weekend is worked ~~as the result of an~~ exchange of shifts with another employee.

12.04 Job Sharing

Job sharing is defined as an arrangement whereby two or more employees share the hours of work of what would otherwise be one full-time position.

If the Hospital agrees to a job sharing arrangement, the introduction or discontinuation of such job sharing arrangements will be determined in discussion between the Hospital and the Association.

The employees involved in a job sharing arrangement will be classified as regular part-time employees.

If the job sharing arrangement is terminated for any reason, the job shall revert to a full-time position.

ARTICLE 13: OVERTIME, STANDBY, CALLBACK, SHIFT DIFFERENTIAL

13.01 (a) Except as otherwise provided, "overtime" means authorized hours worked in excess of seven and one-half (7 1/2) hours per day and seventy-five (75) hours in a two (2) week period, provided that no overtime premium shall be paid where the overtime worked by the employee was:

- (i) occasioned by her previous absence for personal reasons, or,
- (ii) where the overtime work performed was at the request of an employee or,
- (iii) resulted from an exchange of shifts between two employees, or,
- (iv) change over to daylight saving from standard time and vice-versa,

and further, provided that overtime shall not be claimed or paid for less than fifteen (15) minutes prior to or following the end of a shift but if overtime amounts to fifteen (15) minutes or more, overtime rates shall apply to the total period in excess of seven and one-half (7 1/2) hours.

(b) Overtime shall be paid at one and one-half (1 1/2) times the employee's regular hourly rate when overtime is authorized by the Employer. However, if mutually agreeable with the Department Head, time off in lieu may be taken by full-time employees only, on the basis of one and one half (1 1/2) hours for each overtime hour worked.

- (c) When time off in lieu (compensatory leave) is mutually agreed to, it is understood that it must be used within ninety (90) calendar days from the date earned. Accumulated lieu days may be used as provided for in Article 19.04. If not used within ninety (90) calendar days, payment will be made as provided for in Article 13.01 (a).

13.02

standby

A full-time or regular part-time employee required to standby or remain available for callback duty on other than regularly scheduled hours shall be paid at the rate of two dollars and ten cents (\$2.10) per hour of standby time. Paid hours for callback shall be deducted from hours for which the employee receives standby pay.

13.03

a) Callback

A full-time employee who is called back after leaving the Hospital premises, to come to work and works outside of her regularly scheduled hours or a regular part-time employee who is called back within a period of fifteen (15) hours of leaving the premises and outside of her regularly scheduled hours, shall be compensated at one and one-half (1 1/2) times her regular straight time hourly rate for the time worked with a guaranteed minimum of three (3) hours at one and one-half (1 1/2) times her regular straight time hourly rate of pay. When the hours worked are continuous with the commencement of the employee's next shift, the guaranteed minimum will not apply. In any eight (8) hour period the employee will not be entitled to receive more than eight (8) hours at applicable rates irrespective of the number of call-backs within such period. The reference to leaving the Hospital premises referred to above will not be applicable where an employee remains in the Hospital on standby by arrangement with the Employer.

b) Transportation Allowance

When a full-time or regular part-time employee is called back to work as outlined in Article 13.03 (a) above she shall be entitled to a transportation allowance paid at the current mileage rate, or reimbursement of cab fare upon presentation of a receipt. Such transportation allowance will in no case exceed twelve dollars (\$12.00) per round trip.

13.04 Shift Differential

A full-time or regular part-time employee shall be paid a shift premium in the amount of forty-five cents (\$.45) per hour on each occasion that the majority of hours worked fall within the period 1500 hours to 0800 hours. Shift differential is not counted in overtime calculation, statutory holiday pay, leave of absence or vacation pay.

13.05 Week-end Premium

Effective 1 July 1990, employees shall be paid a weekend premium of forty-five cents (\$.45) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday. Weekend premium is not payable where overtime or any other premium payment, Holiday pay, leave of absence or vacation pay is applicable.

ARTICLE 14: SENIORITY

14.01 A new employee shall be considered a probationary employee until ~~she~~ has worked **sixty** (60) working days. The discharge or release of a probationary employee shall not be subject to grievance. After the completion of the probationary period, seniority shall be effective from the date of last hire.

14.02 Upon written notification to the Association ~~and the employee,~~ the Employer ~~may extend~~ the probationary period by a maximum of **sixty** (60) working days. The written notification will include the reasons for the extension. The Employer will endeavour to ~~provide~~ such notice five (5) days in advance.

14.03 Seniority shall be calculated on the basis of continuous service with the Employer from the date of employment. The Employer shall maintain and post a seniority list on the Association bulletin boards (in Burr Wing, the Child and Family Unit and at both ends of the cafeteria) in January of each year. A copy of such list shall be mailed to the Association at the ~~time~~ of posting.

14.04 Periods of unpaid absence, except as provided for by this Agreement, in excess of thirty (30) continuous days shall be deducted from accumulated seniority and the date of seniority adjusted forward.

14.05 Seniority rights and an employee's employment shall be terminated under the following conditions:

- (a) Termination of employment by resignation of employee ~~or~~ discharge by Employer.

- (b) If an employee is absent from work for a period of more than three (3) continuous days without permission of the Employer and does not subsequently provide a **reasonable** excuse to the Employer.
- (c) If an employee refuses to work during an emergency without offering a reasonable excuse to the Employer.
- (d) An employee on approved leave of absence shall forfeit her seniority rights if she fails to report for work within two (2) days of a registered letter having been issued at the end of such leave to her last mailing address as shown on Hospital records.
- (e) An employee on layoff shall forfeit her seniority rights if she fails to report for work within seven (7) days of a registered letter having been issued to her last mailing address as shown on Hospital records.
- (f) After a layoff extending for a period of one (1) year.
- (g) An employee is absent from work due to illness or disability for a period of twenty-four (24) months from the time such absence commenced.
- (h) Any employee who utilizes a period of absence for a purpose other than for which it was granted, unless permission for such change has been confirmed in writing by the Employer, shall be deemed to have terminated her employment with the Hospital.
- (i) After three (3) months suspension without pay for failure to provide evidence of their licentiate as required under Article 11:04.

14.06

Seniority will be determined as follows:

- a) Full Time - one year equals nineteen hundred and fifty (1950) paid hours.
- b) Regular Part-time and Casual Part-Time - one year equals fifteen hundred (1500) hours worked
- c) An employee who changes her status maintains her seniority.

14.07 In the event that a temporary employee is retained as a regular employee, her accumulated seniority and service shall be retained. Service for the purpose of merit increments and vacation shall be made retroactive to her last date of hire as a temporary employee provided no break in service has occurred and her period of temporary employment shall be applied towards her probation period which shall be reduced proportionately.

ARTICLE 15: PROMOTIONS AND STAFF CHANGES

15.01 Job Postings

Notices of permanent vacancies within the scope of this Agreement, will be posted for a period of not less than five (5) working days prior to a filling of the vacancy posted. During such five (5) days the Employer may temporarily fill the vacancy as it wishes. Applications for appointment to such positions will be received in writing by the Director of Human Resources or designate. The Employer agrees to post such notices in Burr Wing, the Child and Family Unit and at both ends of the cafeteria. The Employer agrees to provide a copy of each posting to the Bargaining Unit Representative.

15.02 Where an employee has applied through the job posting procedure for a promotion or transfer and has been unsuccessful, the employee upon inquiry shall be advised of the reasons by the Human Resources Department or her Department Head.

15.03 Promotions and Transfers

Promotions and transfers to new or vacant positions within the bargaining unit will be based primarily on the judgement of the Employer, as to skill, ability, experience, and academic qualifications of the employee concerned, but as between two persons of equal standing based upon the above factors, seniority will govern.

15.04 When present employees apply for, and are accepted by the Employer for promotion, they shall be allowed up to sixty (60) working days, during which the Employer shall determine the employee's suitability for the position. Within this period the employee may voluntarily return, or be returned by the Employer to the position formerly occupied without loss of salary in the former position or seniority.

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

15.06 If during the term of this agreement, new job classifications are added, the Employer shall advise the Association of such new classification and the rate of pay established. If so requested, the Employer agrees to meet with the Association to allow representations with respect to the pay rate. Such request shall be made within ten (10) days of the original notice to the Association.

If the parties are unable to agree, the dispute concerning the new pay rate may be submitted to arbitration as provided in Article 10.06. It is understood that any arbitration board shall consider the relationship with other classifications in this agreement as the primary factor in establishing an appropriate pay rate.

ARTICLE 16: PAYMENT OF SALARIES AND ALLOWANCES

16.01 (a) The monthly salaries and corresponding hourly rates for all employees are set forth in Schedule "A".

Casual part-time employees shall receive in lieu of fringe benefits (unless specified otherwise in this Agreement) an amount added to the hourly rate equal to fourteen percent (14%) of such hourly rate. It is agreed that the fourteen percent (14%) shall be calculated on cents per hour shown separately to the hourly rate. Any premium pay calculation shall be on the basis of the hourly rate only and shall not include benefit pay any time.

The fourteen percent (14%) compensates for all benefits provided for under Article 20: Paid Holidays and Article 21: Employee Benefits.

(b) Temporary employees, as defined under Article 2.02(f), who are hired externally, or are casual employees on a temporary full-time assignment, will receive or continue to receive fourteen percent (14%) in lieu of all fringe benefits, in accordance with Article 16.01(a). Such a provision will only be in effect for temporary terms of employment of up to six (6) months duration or less.

Temporary employees who at the initial time of hire are appointed for a specific period which will exceed six (6) months may elect to receive benefits in accordance with Article 21.

(c) Regular part-time employees shall have their monthly salaries pro-rated in accordance with the hours worked.

16.02 Each new employee shall be informed by the Employer that claim for recent related clinical experience, if any, shall be made in writing by the employee at time of hiring. The employee shall co-operate with the Employer by providing verification of previous experience, if necessary, so that her recent related clinical experience may be determined and evaluated. Having established such experience the Employer will recognize recent related clinical experience on the following basis:

- (a) experience gained in the same classification within the three (3) year period prior to date of hire will be recognized at the rate of one (1) increment for each year of experience;
- (b) other relevant related full-time experience will be recognized at the rate of one (1) increment for each two (2) years of service;
- (c) the maximum starting salary will normally be five (5) increments (Level 5) on the salary scale;
- (d) part-time experience will be recognized on the basis of fifteen hundred (1500) hours being equivalent to one (1) year's service.

At the time of hire each employee will receive a letter stating her classification, salary, and credit given for previous experience.

16.03

Annual Increments

Annual salary increments for full-time employees shall normally become effective the first day of the pay period following the anniversary date of employment with the Employer. Regular part-time employees and casuals shall advance one (1) step in her salary range after the completion of each fifteen hundred (1500) hours of work. All increases shall be given on merit only, as determined by the Department Head, and will in no sense be regarded as automatic. Whenever a merit increase is withheld, the Department Head will inform the employee in writing giving the reasons why the increase was not granted and the improvement in work performance that is needed. The employee's performance shall be reviewed within three (3) months of the merit increase being withheld. The merit increase may be granted provided the Department Head is satisfied with the work performance. The employee shall have the right to grieve where a merit increase has been withheld. Periods of unpaid absence in excess of thirty (30) consecutive calendar days shall not be credited as qualifying time to annual increments except where otherwise provided in this collective agreement.

16.04 Retroactivity

Increases to the salary scale shall be retroactive, and effective the dates indicated in Schedule A

Any new employees hired since July 1, 1988, shall be entitled to a pro-rata adjustment to their wages from the date of their employment.

The Hospital shall be responsible to contact by registered mail at their last known address all employees who have left the employ of the Hospital and/or bargaining unit since July 1, 1988, to advise them of their entitlement to any retroactive adjustments. Such notice shall be mailed within two pay periods of ratification, and such persons shall have a period of thirty (30) days following the mailing of the notice in which to claim their retroactive pay and not thereafter.

Retroactivity shall be paid out within three (3) pay periods following the ratification of the memorandum of agreement or date of the arbitration award, as the case may be.

Retroactive pay shall be made on a separate cheque from the normal bi-weekly pay cheque, and the retroactive cheque shall show the breakdown of hours and rates paid.

Responsibility Allowance

16.05 a) An employee assigned by the Employer to perform the full duties of a position carrying a higher classification and outside the bargaining unit for a period of five (5) full shifts or more shall be paid a premium of

i) \$1.25 per hour in the first year of the contract

ii) \$1.50 per hour in the second year of the contract

iii) \$1.75 per hour in the third year of the contract

b) An employee assigned by the Employer to perform the full duties of a position carrying a higher classification than her own, within the bargaining unit, for a period of five (5) full shifts or more, shall be paid a premium equal to at least one step on her present scale.

16.06 Termination of Employment

All employees shall give the Employer at least two (2) calendar weeks written notice of resignation. Employees who terminate without having given proper notice of termination, and any employee who is discharged, will receive vacation pay in accordance with the Employment Standards Act.

ARTICLE 17: LAYOFF AND RECALL

- 17.01 (a) A layoff and recall of employees shall be made on the basis of the seniority list provided that the employees who are entitled to remain on the basis of seniority or be recalled are willing, and in the opinion of the Employer, qualified to do the work which is available.

Employees shall be recalled in the reverse order of lay-off.

The Employer will not hire any new employee to fill a vacancy where there is an employee on layoff who is willing and in the opinion of the Employer, qualified to fulfill the normal requirements of the job.

- (b) In the event of a proposed layoff at the Hospital the Employer will:
1. Provide the Association with notice of such layoff as soon as is reasonably possible, and
 2. Meet with the Association through the Association-Hospital Relations Committee to review the following:
 - (i) the reasons causing the layoff;
 - (ii) the service which the Hospital will undertake after the layoff;
 - (iii) the method of implementation including the areas of cutback and the employees to be laid off.
 3. Any agreement between the Employer and the Association resulting from the review in 17.01 (b) #2, concerning the method of implementation will take precedent over the terms of 17.01 (a).
 4. When the layoff is the result of an emergency beyond the control of the Hospital the Association shall be notified as soon as possible and a meeting held as soon as practical.

ARTICLE 18: PAY WHILE SICK

- 18.01 The Employer agrees, during the term of this agreement to contribute seventy-five percent (75%) of the applicable monthly premium towards coverage of eligible employees under the Hospitals of Ontario Disability Income Programme with respect to employees who have completed the necessary service requirements.

- 18.02 Employees continuously employed by the Hospital for three (3) months or more are entitled to pay-while-sick benefits.
- 18.03 Employees claiming sick pay benefits will observe the following procedure:
- (a) Employees taking ill or suffering an accident during working hours will notify the Head of their Department, or a person designated by the Department Head, before the employee leaves her duties.
 - (b) Where the illness or accident takes place at times other than the employee's normal working hours the employee will notify her Department Head, or a person designated by the Department Head. Such notice will be given as soon as possible and in any case not later than two (2) hours prior to the time at which the employee would normally be required to report for duty, except where an employee is scheduled to work the day shift, in which case she will give notice no later than one (1) hour before the time at which she would normally be required to report for duty (where applicable).
 - (c) Before returning to work, the employee will give notice to her Department Head during the normal working hours of the Department of her intended return on the day prior to her returning to work.
 - (d) An employee, in all cases of absence due to illness may be required to produce a medical certificate signed by a duly qualified medical practitioner. Such a medical certificate must be presented prior to a return to work in cases of absence of three (3) or more days in order for the employee to be eligible for sick pay.
- 18.04 Sick benefits drawn upon shall be deducted from sick credits under the Hospitals of Ontario Disability Income Plan.
- 18.05 The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two (2) days of the fourth and subsequent period of absence in any calendar year.

18.06 A full-time employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Workers' Compensation for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit she would receive from Workers' Compensation if her claim was approved, or the benefit to which she would be entitled under the short-term sick portion of the disability income plan (HOODIP or equivalent plan). Payment will be provided only if the employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by the Workers' Compensation Board. If the claim for Workers' Compensation is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short-term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

ARTICLE 19: VACATION

19.01 Vacation Entitlement

- (a) Employees, upon hire, will commence vacation accrual at the rate of 1.25 days for each completed month of service (in accordance with a three (3) week vacation entitlement).
- (b) Employees, upon completion of three (3) years continuous service will accrue vacation at the rate of 1.67 days for each completed month of service [in accordance with a four (4) week vacation entitlement).
- (c) Employees, upon completion of fifteen (15) years continuous service will accrue vacation at the rate of 2.12 days for each completed month of service (in accordance with a five (5) week vacation entitlement).
- (d) Employees, upon completion of twenty-five (25) years continuous service will accrue vacation at the rate of 2.50 days for each completed month of service (in accordance with a six (6) week vacation entitlement).
- (e) Regular part-time employees are eligible for vacation on a pro-rata basis calculated on hours worked by the employee.

- (f) A casual part-time employee shall be entitled to vacation pay as a percentage of the total pay of the employee during the vacation year on the following basis:
- 3 weeks entitlement 6%
 - 4 weeks entitlement 8%
 - 5 weeks entitlement 10%
 - 6 weeks entitlement 12%

Vacation entitlement is based on service with the Hospital and fifteen hundred (1500) hours of work is equivalent to ~~one~~ (1) year's service.

- (g) Each employee's vacation accrual rate will increase at the time the employee reaches the "trigger" service level indicated above.
- The "trigger date" thus indicated refers to the anniversary of the employee's date of hire, or the date arrived at after adjustments caused by leave of absence or change of employee status. In addition to the increase in accrual rate, an employee, upon reaching the "trigger" service level, shall be credited with an additional five (5) vacation days to reflect the increased vacation entitlement.

19.02 Vacation Scheduling

- (a) Up to and including March 31st of the year in which the vacation is scheduled and taking into consideration department staffing requirements, employees shall be given preference as to the selection of their vacations on the basis of their seniority. Subsequent to March 31st employees' requests shall be granted on a first come, first served basis.
- (b) No employee may take more vacation than is accrued to her credit at the time the vacation commences.
- (c) Employees' vacation credits may not normally be accrued in excess of their annual entitlement, except by written authorization of the employee's immediate manager. Notwithstanding the above, vacation credits accumulated to a maximum of five (5) days in excess of entitlement will be granted upon request by the employee.

19.03 Sickness and Accidents

- (a) Where an employee's regularly scheduled vacation is interrupted due to serious illness requiring the employee to be an inpatient in a hospital, the period of such hospitalization shall be considered sick leave, and the period of vacation thus displaced shall be reinstated for use at a later date.

- (b) **Under** no circumstances may an employee receive both sick and vacation pay, at the same time.
- (c) Where an employee's scheduled vacation is interrupted due to serious illness or disability which commenced prior to and continues into the scheduled vacation period, the period of such illness will be considered sick leave. The period of vacation thus displaced shall be reinstated for use at a later date.

19.04 Any lieu days to a maximum of five (5) days which have been accumulated by an employee may be taken in conjunction with vacation at the discretion of the Department Head and in accordance with Article 13.01 (c).

19.0f Employees may, upon giving at least ten (10) days notice in writing receive on the last office day preceding commencement of their annual vacation, any cheques which may fall due during the period of their vacation.

ARTICLE 20: **PAID HOLIDAYS**

20.01 There shall be provision for not more than twelve (12) holidays annually. An employee upon completion of twenty (20) working days in the Hospital shall, subject to the provisions of this Article, be paid an amount equivalent to one day's pay at her regular straight time rate for the following holidays
...

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

In addition, each employee shall have a twelfth (12th) holiday, which shall be a floating holiday to be taken at a time mutually agreed between the Employer and employee.

Regular part-time employees are eligible for the twelve (12) paid holidays on a pro-rata basis calculated on hours worked by the employee.

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

- (a) If she does not work on such holidays when she is required or scheduled to do so without certification of sickness.

If she is absent on the scheduled working day immediately preceding or succeeding such a holiday without certification of sickness. Notwithstanding the foregoing, she shall be entitled to be paid if such absence is due to scheduled vacation.

The parties hereto recognize that the Hospital must extend daily service to patients and that it is therefore necessary to retain a portion of employees at work on holidays. If another day is substituted by statute or decree, or by mutual agreement between the parties for observance of any of the holidays listed in this Article, the day of observance so substituted shall be deemed to be the holiday for purposes of this Article.

- 20.02 When an employee is required to work on any of the named holidays, in Article 20.01, she will receive pay at the rate of one and one-half (1 1/2) the employee's regular straight time hourly rate for all hours worked, and in addition receive one day's pay at her regular straight time rate for the holiday as provided for in Article 20.01. A lieu day may be mutually agreed to for the holiday in accordance with the provisions of Article 13.01 (c) and 19.04.
- 20.03 When a holiday falls on an employee's scheduled day off, the employee will be entitled to another day off with pay.
- 20.04 When a full-time employee is not scheduled to work on a paid holiday, she shall be given the day off with pay.
- 20.05 When a holiday falls during a scheduled vacation period an additional day off with pay will be added to the vacation period. Regular part-time employees will receive time off on a pro-rated basis.

ARTICLE 21: **EMPLOYEE BENEFITS**

- 21.01 All full-time and regular part-time employees are required to join R.O.O.P.P. on the first day of the month following completion of six (6) months of service in accordance with the terms and conditions of the plan.
- 21.02 All full-time and regular part-time employees who enter the service of Kingston General Hospital must join the Group Life Insurance Plan after they have completed three (3) months continuous service. Regular part-time employees will be provided with \$5000.00 coverage under the Group Life Insurance Plan. The Employer agrees to contribute one hundred Percent (100%) of the premium cost effective the date of signing the collective agreement, or the date of the Arbitration Award.

- 21.03 (a) The Employer agrees to contribute one hundred percent (100%) toward the billed premium of the Ontario Health Insurance Plan (O.H.I.P.)
- (b) The Employer agrees to contribute one hundred percent (100%) of the billed premium for the Ontario Blue Cross semi-private plan for **each** eligible employee in the employ **of** the Hospital.
- (c) Regular part-time employees are eligible for OHIP and Blue Cross semi-private on a pro-rata basis calculated on hours worked by the employee.

21.04 The Employer agrees to contribute on behalf of each full-time employee in the Hospital seventy-five percent (75%) of the billed premium under the Standard Extended Health Care benefits with \$10.00 (single) and \$20.00 (family) deductible subject to the terms and conditions of **such** plan and subject to the carrier's requirements as to the minimum enrolment, provided that the balance of the monthly premium is paid by the employee through payroll deduction. In addition to the standard benefits, coverage will include hearing aids, (maximum \$300.00 per person every five (5) years) and vision care (maximum \$100.00 every 24 months). The Employer agrees to contribute fifty percent (50%) of the premium cost for all regular part-time employees.

- 21.05 (a) Effective the first of the month following satisfaction of **enrolment** requirements and **subject** to the requirements of the carrier, eligible employees in the bargaining unit who have **so** elected, shall be entitled to participate in the group dental plan (Blue Cross #9 - based on the current O.D.A. fee schedule) or its equivalent, subject to the terms and conditions of the plan.
- (b) The Employer shall contribute fifty percent (50%) of the billed premium towards coverage of eligible **participating** full-time employees under the plan in the employ of the Hospital and such employees shall pay the remaining premium through payroll deductions.

Effective 1 July 1990, the Employer shall contribute seventy-five (75%) of the billed premiums towards coverage of eligible participating full-time employees under the plan in the employ of the Hospital and such employees shall pay the remaining premium through payroll deductions.

- (c) The Employer shall contribute fifty percent (50%) of the billed premiums reduced on a pro-rata basis of actual hours worked in relation to full-time hours towards coverage of eligible participating regular part-time employees under the plan, and **such** employees shall pay the remaining premium through payroll deductions.

Effective 1 July 1990, the Employer shall contribute seventy-five percent (75%) of the billed premiums on a pro-rate basis of actual hours worked in relation to full-time hours toward coverage of eligible participating regular part-time employees under the plan, and such employees shall pay the remaining premium through payroll deductions.

- 21.06 The Employer may at any time substitute another carrier for any plan (other than O.H.I.P.) provided that the benefits conferred thereby are not in total **decreased**. Such substitution will not occur on less than **sixty (60) days** notice to the Association.

ARTICLE 22: LEAVE OF ABSENCE

Personal Leave

- 22.01 (a) Both parties recognize that the Hospital must be staffed continuously. The Employer, however, agrees that it will consider **sympathetically any request** for leave of absence, without pay, and without loss of seniority, when such leave does not interfere with the normal operation or efficiency of the Hospital.

A male employee may be granted a leave of absence without pay and without loss of seniority on the occasion of the birth or adoption of his child. The employee will inform the Employer as early as possible of the dates for this leave. Applications for all other leaves of absence without pay must be submitted to the employee's Department Head or immediate manager at least one (1) month prior to commencement of such leave **except in cases** beyond the control of the employee.

- (b) If an employee's absence without pay from the Hospital exceeds thirty (30) continuous calendar days, seniority and credit for *service* for **purposes** of vacation entitlement, sick leave benefit, salary increment or any other benefits shall be retained but not accumulated during the period of absence. The employee's anniversary date and seniority date shall be adjusted accordingly. In addition, the employee will **become** responsible for full payment of subsidized employee **benefits** in which **she** is participating for the **period** of the absence.
- (c) In the case of unpaid approved absences in excess of thirty (30) continuous calendar days, an employee may arrange with the Hospital a reasonable and mutually acceptable manner in which to pay the full premium of the subsidized employee benefits for the entire period of leave to **ensure** coverage.

22.02 **Association Leave**

- (a) Leave of absence without pay may be granted to employees who are elected or appointed to represent the Association at meetings or conventions. Not more than two (2) employees will be considered for any one **period** of time. All such leave shall not exceed a total of ten (10) working days in any one (1) calendar year. The Hospital agrees to pay the employee during such leave, and to invoice the Association for reimbursement of such **pay**. The request for **leave** for Association **business** shall be filed **fourteen (14) days** in advance whenever possible.

- (b) An employee who is elected or appointed to a full-time executive position in the Provincial Association shall be granted upon request a leave of absence without pay, and without loss of seniority accumulated to the commencement of the leave for a period not to exceed twelve (12) calendar months.

22.03

Bereavement Leave

A full-time employee who notifies the Hospital as soon as possible following bereavement shall be granted up to three (3) consecutive days off, without loss of her regular pay for her scheduled hours. Such bereavement shall cover immediate family which means parents, brother, sister, spouse, common-law spouse, son, daughter, step-child, son-in-law, daughter-in-law, mother-in-law, father-in-law, grandparent or grand child. Where an employee does not qualify under the above noted conditions, the Hospital may nonetheless grant paid bereavement leave. The Hospital in its discretion, may extend such leave with or without pay.

Regular part-time employees are eligible for bereavement leave on a pro-rata basis calculated on hours worked by the employee.

22.04

Educational Leave

- a) Leave of absence with or without pay and without loss of seniority may be granted to employees for the purpose of attending professional meetings or educational courses. The granting of such leave shall not be unreasonably withheld. In addition, the Employer may pay some or all of the expenses incidental to an employee's attendance at such a course or meeting.
- (b) An employee who attends a course or professional development programme that is directly related to her work, over a weekend or on a regularly scheduled day off, shall at the discretion of the Department Head or designate receive no greater than one normal working day off, or an appropriate portion thereof at her regular rate of pay. In order to claim such paid time off, the employee must obtain prior approval and shall provide her Department Head or designate with evidence of the nature, location and duration of the educational programme. Such time off shall be taken at a mutually agreeable time.

22.05

Maternity and Adoption Leave

- (a) An employee who has had ten (10) months of continuous service immediately preceding the estimated date of delivery shall be eligible for maternity or adoption leave.

An employee on maternity or adoption leave as provided under this agreement who is in receipt of Unemployment Insurance maternity benefits pursuant to Section 30 of the Unemployment Insurance Act 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regularly weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

In the event a male employee qualifies for equivalent Unemployment Insurance benefits, this benefit shall apply.

- (b) An employee must apply in writing to the Department Head by the fifth month of pregnancy stating the specific dates for which the leave is desired. The request must be accompanied by a certificate from her attending physician specifying the date on which delivery is expected. In the case of Adoption Leave, the employee shall advise the Hospital as far in advance as possible with respect to a prospective adoption and shall request the leave of absence in writing, upon receipt of confirmation of the pending adoption.
- (c) During pregnancy, the employee may continue to work for as long as the state of her health continues to be compatible with the requirements of the job as recommended by Employee Health Services in consultation with her attending physician.
- (d) An eligible employee shall be entitled to six (6) months continuous leave upon a request in writing. Leave of less than six (6) months may be extended upon providing written notice to the Department Head at least one (1) month prior to the termination of the initially approved leave. An employee who wishes to return to work earlier than the date she originally specified shall give the Hospital two (2) weeks notice of her intended date of return.

- (e) On her return to work the Employer shall reinstate the employee to her position or provide her with alternative work of a comparable nature at not less than her wages at the time her leave of absence began and without loss of seniority or benefits accrued to the commencement of her leave of absence.
- (f) An employee who does not intend to return to the employ of the Hospital must give to the Hospital thirty (30) days notice in writing prior to the completion of the period of maternity leave.
- (g) If an employee becomes ill as a result of a complication arising out of a pregnancy, Article 18 shall apply up until two (2) months prior to the estimated date of delivery. After that time, Article 18 may apply at the discretion of the Employer.

22.06

Pre-Paid Leave Plan

PURPOSE: The Hospital recognizes that employees may wish to maintain continuity and security of employment while still having the opportunity to pursue personal or professional development interests.

- (a) The plan is available to employees wishing to spread four (4) year's 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 Department Head stating the intended purpose for the leave. Applications will be accepted by the Department Head no earlier than April 1st and no later than July 31st of the year immediately preceding the calendar year in which the employee intends to commence the salary deferral portion of the Plan. Only applications received during the aforementioned time-frame will be considered for the succeeding calendar year.
- (c) Regardless of the year in which an application is submitted, no more than one (1) employee from any one (1) department, area or programme may be absent at any one time, to a maximum of five (5) employees, one (1) of whom may be part-time and no programme shall be jeopardized by such leave being taken. The year for purposes of the pre-paid leave shall be a twelve (12) month period as may be agreed upon by the employee, the Association and the Hospital.
- (d) Written applications will be reviewed by the Vice-President, Operations or his designate. Where there are more applications than spaces seniority shall govern. The final decision will be provided to applicants by no later than October 1st of the year in which the application was submitted.

- (e) During the four (4) years of salary deferral, twenty percent (20%) of the employee's **gross** annual earnings will be deducted and held for the employee and will not be accessible to her 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 **she is participating**, **Contributions** to the Hospital of Ontario Pension Plan will be in accordance with the Plan. The employees will not be eligible to participate in the disability income plan during the year of the leave. These provisions shall apply in accordance with the Hospital's contract with the **insurance and benefits carrier**.
- (i) An employee may withdraw from **the** plan at any time during the deferral portion provided adequate notice **is** given to the Department Head. At least **three (3)** months notice shall **be** given if the employee withdraws in the fourth year of the plan. 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 out to him/her within a reasonable period of time.

- (1) The employee will be reinstated to her former position and job duties unless the position has been discontinued, in which case she shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Hospital in order to authorize the Hospital to make 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 Article 22.06 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 Pre-Paid Leave Plan will be appended to and form part of the written agreement.

ARTICLE 23: JURY AND WITNESS DUTY

23.01

If a full-time 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 her regular pay because of such attendance provided that she:

- (a) notifies the Hospital immediately upon her notification that she will be required to attend court;
- (b) presents proof of service requiring her attendance; and
- (c) promptly repays the amount (other than expenses) paid to her for such service or attendance to the Hospital.

Regular part-time employees are eligible for pay while on jury and witness duty on a pro-rata basis calculated on hours worked by the employee subject to the above conditions.

ARTICLE 24: BULLETIN BOARD

24.01 The Employer shall provide space for a bulletin board, upon which the **Association** notices shall be posted at both *ends* of the cafeteria, Burr Wing and the Child and Family Unit. The Association shall provide the bulletin boards. In addition, the Staff Representatives shall have access to bulletin boards within their respective departments on which to post notices. Such notices must be **subject** to the Hospital's approval.

ARTICLE 25: LAUNDERING OF UNIFORMS OR PROTECTIVE CLOTHING

25.01 The Employer **agrees** to continue the present practice regarding departmental uniforms and lab coats.

ARTICLE 26: HEALTH AND SAFETY

- 26.01 (a) The Hospital shall maintain healthy and safe working conditions and shall take reasonable precautions to protect the health and safety of its employees.
- (b) The Hospital agrees to recognize an employee appointed by the bargaining unit to participate as a member of the Hospital's Health and Safety Committee, and such employee shall be able to attend meetings of this committee without **loss of pay**.

ARTICLE 27: COMPUTERS

27.01 Where computers are introduced into the workplace and employees are required to utilize these computers in the course of their duties, the Hospital agrees that where computer training is determined as an employee's supervisor to be necessary, it will be provided at no cost to the employee involved.

ARTICLE 28: TECHNOLOGICAL CHANGE

28.01 In the event of a layoff or proposed layoff of employees resulting from an innovative *change* in the **technology** utilized by the Hospital, which will have **adverse** effects on employees, the Employer shall meet with the Association to consider alternative employment **opportunities** in the Hospital and the training required to prepare eligible employees for such opportunities.

The Employer will notify the Association at least two (2) months in advance of the date employees may be laid off as a result of technological change.

An employee whose position becomes redundant due to technological change, shall be given the opportunity to fill any vacancy in the Bargaining Unit for which she is qualified, or for which she may reasonably be trained. She shall be given a trial period of no less than ninety (90) working days in which to demonstrate her suitability and retain her employment. Such retraining opportunities shall be given on the basis of seniority.

In the event that no suitable employment can be found for an employee whose position has become redundant, the employee will receive severance pay based in accordance with the provisions of the Employment Standards Act.

ARTICLE 29: GENERAL

- 29.01 Any term of this Agreement may be revised by the mutual consent of the parties hereto in writing and becomes effective when such revision has been ratified by their respective principal. Each of the parties shall file a copy of such revision with the Ontario Ministry of Labour.
- 29.02 The Employer agrees to prepare the final typed version of the completed contract and the Association agrees to be responsible for printing sufficient copies of the contract for both the Employer and the employees. The cost of printing such copies shall be borne equally by each party to the Agreement.
- 29.03 The Employer agrees to discuss with the Association as early as possible, and prior to implementation, any reorganization which would significantly alter the status of an employee within the bargaining unit or which would require the deletion or reduction in number of any classification. Such discussions would take place through the Association-Hospital Relations Committee as described in Article 9 herein.
- 29.04 Any letter of discipline or suspension will be removed from the record of an employee twenty-four (24) months following the receipt of such letter, or suspension, except in the cases of alcoholism or drug abuse, provided that the employee's record has been discipline free for such twenty-four (24) month period.



ARTICLE 30: TERM OF AGREEMENT

30.01 This Agreement shall be in effect from 1st July, 1988 and shall remain in effect until 30th June, 1991 and it shall continue in effect for a further year without change, and from year to year thereafter unless either party gives to the other party written notice of termination or of a desire to amend.

Notice that amendments are required or that either party intends to terminate the Agreement, may only be given within a period of not more than ninety (90) days and not less than thirty (30) days prior to the expiration of this Agreement or to any anniversary of such expiration date.

If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiations within ten (10) days of the giving of such notice, if requested to do so. It is understood that during any negotiation following upon notice of termination, or notice of amendment, either party may bring counter proposals, arising out of or related to the original proposals.

Signed at Kingston, Ontario _____ day of _____, 1990.

For the Hospital:

For the Association:

SCHEDULE A OR APPENDIX A

AAEP:0

KGH 01 JUL 88 TO 01 JUL 90

G=FULL TIME

J=PART TIME AND CASUAL

CODE	DESCRIPTION	STEP	MONTHLY	HOURLY	MONTHLY	HOURLY	MONTHLY	HOURLY
			RATE	RATE	RATE	RATE	RATE	RATE
			01 JUL 88	01 JUL 88	01 JUL 89	01 JUL 89	01 JUL 90	01 JUL 90
G700	PSYCHOLOGIST	1	4144	25.501	4372	26.904	4612	28.383
J700	PSYCHOLOGIST P/T	2	4317	26.565	4554	28.026	4805	29.567
J701	PSYCHOLDGIST CAS	3	4490	27.628	4737	29.148	4997	30.751
		4	4663	28.693	4919	30.271	5190	31.936
		5	4836	29.757	5102	31.394	5382	33.120
		6	5009	30.822	5284	32.517	5575	34.305
G701	PHARMACIST	1	3281	20.193	3462	21.303	3652	22.475
J702	PHARMACIST CAS	2	3396	20.896	3582	22.045	3779	23.258
G721	SOCIAL WORKER III	3	3511	21.606	3704	22.794	3908	24.048
J721	SOCIAL WORKER III P/T	4	3620	22.276	3819	23.501	4029	24.794
J724	SOCIAL WORKER III CAS	5	3738	23.005	3944	24.270	4161	25.605
		6	3854	23.714	4065	25.018	4289	26.394
G722	SOCIAL WORKER II	1	3034	18.669	3201	19.696	3377	20.779
J722	SOCIAL WORKER II P/T	2	3145	19.352	3318	20.417	3500	21.540
J725	SOCIAL WORKER II CAS	3	3258	20.049	3437	21.152	3626	22.315
G730	PSYCHIATRIC WORKER II	4	3371	20.745	3556	21.886	3752	23.090
G735	PSYCHOMETRIST II	5	3483	21.436	3675	22.615	3877	23.859
J735	PSYCHOMETRIST II P/T	6	3594	22.119	3792	23.336	4001	24.619
J737	PSYCHOMETRIST II CAS							
G740	SR. VOC REHAB COUNS							
G750	SR. OCCUPAT THER	1	2882	17.735	3041	18.711	3208	19.740
G760	SR. PHYSIO THER	2	2983	18.354	3146	19.363	3320	20.428
J760	SR. OT & PT THER P/T	3	3081	18.960	3250	20.003	3429	21.103
G793	VOCATIONAL EVALUATOR	4	3180	19.572	3355	20.649	3540	21.785
J793	VOCATIONAL EVAL. P/T	5	3281	20.192	3462	21.302	3652	22.474
		6	3382	20.811	3568	21.956	3764	23.163

G=FULL TIME

J=PART TIME AND CASUAL

CODE	DESCRIPTION	STEP	MONTHLY	HOURLY	MONTHLY	HOURLY	MONTHLY	HOURLY
			RATE	RATE	RATE	RATE	RATE	RATE
			01 JUL 88	01 JUL 88	01 JUL 89	01 JUL 89	01 JUL 90	01 JUL 90
G765	DIETICIAN	1	2783	17.127	2936	18.069	3098	19.063
J764	DIETICIAN P/T	2	2868	17.647	3025	18.618	3192	19.642
J765	DIETICIAN CAS	3	2953	18.174	3116	19.174	3287	20.229
G736	PSYCHOMETRIST I	4	3040	18.707	3207	19.736	3383	20.821
J736	PSYCHOMETRIST I P/T	5	3124	19.227	3296	20.284	3478	21.400
J738	PSYCHOMETRIST I CAS	6	3211	19.760	3388	20.847	3574	21.993
G751	OCCUPATIONAL THER.							
J752	OCCUPATIONAL THER. P/T							
J751	OCCUPATIONAL THER. CAS							
G761	PHYSIOTHERAPIST							
J762	PHYSIOTHERAPIST P/T							
J761	PHYSIOTHERAPIST CAS							
G741	VOCATIONAL COUNSELLOR							
J741	VOCATIONAL COUNSELLOR CAS							
G723	SOCIAL WORKER I							
J723	SOCIAL WORKER I P/T							
J726	SOCIAL WORKER I CAS							
G784	BAL. CARE CO-ORD	1	2592	15.953	2735	16.830	2885	17.756
J784	PAL. CARE CO-ORD P/T	2	2669	16.424	2816	17.328	2971	18.281
		3	2746	16.896	2897	17.825	3056	18.806
		4	2822	17.367	2977	18.323	3141	19.330
		5	2899	17.839	3058	18.820	3226	19.855
		6	2976	18.311	3139	19.318	3312	20.380
G791	TLC II	1	2187	13.459	2308	14.200	2434	14.981
J791	TLC II P/T	2	2252	13.858	2376	14.620	2506	15.424
		3	2315	14.249	2443	15.032	2577	15.859
		4	2380	14.647	2511	15.452	2649	16.302
		5	2443	15.031	2577	15.858	2719	16.730
G780	H.R. ANALYST	1	2095	12.895	2211	13.604	2332	14.352
J781	H.R. ANALYST P/T	2	2154	13.255	2272	13.984	2397	14.753
J780	H.R. ANALYST CAS	3	2211	13.604	2332	14.352	2461	15.142
G766	DIETICIAN ASS'T	4	2269	13.965	2394	14.733	2526	15.543
J767	DIETICIAN ASS'T P/T	5	2326	14.313	2454	15.100	2589	15.930
J766	DIETICIAN ASS'T CAS							
G783	H.R. ADMINISTRATOR							
J782	H.R. ADMINISTRATOR P/T							
J783	H.R. ADMINISTRATOR CAS							
G752	OCCUPATIONAL THER. ASS'T							
G792	TLC I							
J792	TLC I P/T							

G=FULL TIME
J=PART TIME AND CASUAL

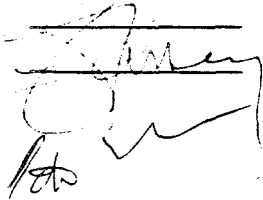
CODE	DESCRIPTION	STEP	MONTHLY	HOURLY	MONTHLY	HOURLY	MONTHLY	HOURLY
			RATE	RATE	RATE	RATE	RATE	RATE
			01 JUL 88	01 JUL 88	01 JUL 89	01 JUL 89	01 JUL 90	01 JUL 90
G782	HRA NON. REGISTERED	1	1984	12.209	2093	12.881	2208	13.589
G742	VOC JOB STAT. CO-ORD	2	2043	12.570	2155	13.261	2273	13.990
		3	2100	12.925	2216	13.636	2338	14.386
		4	2159	13.285	2278	14.016	2403	14.787
		5	2216	13.634	2337	14.384	2466	15.176

LETTER OF INTENT

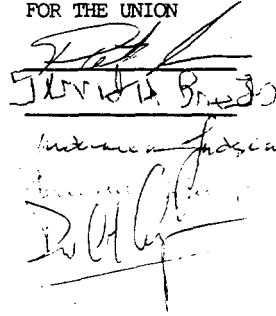
For the purpose of complying with the Pay Equity Act, the Hospital agrees to develop a Job Description, in consultation with the incumbent, for **each** classification in the bargaining unit. The job description shall be updated **as** required from **time to time** to ensure that **it** reflects the duties of the incumbent in the classification. Copies of each job description will be provided to the incumbent (s) and the Association.

Dated at Kingston **this** 25th day of August 1988.

FOR THE HOSPITAL


A handwritten signature in cursive, appearing to read "J. M. [unclear]", is written over a horizontal line. Below the line, there are additional scribbles and the initials "J.M.".

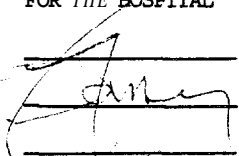
FOR THE UNION

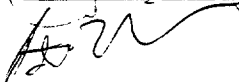

A handwritten signature in cursive, appearing to read "David A. Breda", is written over a horizontal line. Below the line, there are additional scribbles and the initials "D.A.B.".

LETTER OF UNDERSTANDING

Should legislation be enacted during the terms of this Collective Agreement which provides for the establishment of other Colleges under the Health Disciplines Act, the parties agree to meet to negotiate additional provisions, to address such regulatory requirements, for inclusion in Article 11.04.

FOR THE HOSPITAL





FOR THE ASSOCIATION

