

SOURCE	HOSP		
EPE.	91	07	01
TERM.	43	06	30
NO. OF EMPLOYERS	113		
NOMBRE D'EMPLOYÉS	88		

**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 1993**

JAN - 7 1994

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**C O L L E C T I V E**

**A G R E E M E N T**

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## 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 .....	3
7 Association Membership and Dues .....	4
8 Representation .....	4
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 .....	9
12 Hours of Work .....	10
Scheduling	
Job Sharing	
13 Overtime, Standby, Callback, Shift Differential .....	11
Standby	
Callback	
Transportation Allowance	
Shift Differential	
Weekend Premium	
14 Seniority .....	13
15 Promotions and Staff Changes .....	14
Job Postings	
Promotions and Transfers	
16 Payment of Salaries and Allowances .....	15
Annual Increments	
Retroactivity	
Responsibility Allowance	
Termination of Employment	
17 Layoff and Recall .....	18
18 Pay While Sick .....	18
19 Vacation .....	20
Vacation Entitlement	
Vacation Scheduling	
Sickness and Accidents	
20 Paid Holidays .....	21
21 Employee Benefits .....	22

<b>22</b>	<b>Leave of Absence .....</b>	<b>23</b>
	Personal Leave	
	Association Leave	
	Bereavement Leave	
	Educational Leave	
	Pregnancy and Parental Leave	
	Pre-Paid Leave Plan	
<b>23</b>	<b>Jury and Witness Duty .....</b>	<b>30</b>
<b>24</b>	<b>Bulletin Board .....</b>	<b>30</b>
<b>25</b>	<b>Laundering of Uniforms or Protective Clothing .....</b>	<b>30</b>
<b>26</b>	<b>Health and Safety .....</b>	<b>30</b>
<b>27</b>	<b>Computers .....</b>	<b>31</b>
<b>28</b>	<b>Technological Change .....</b>	<b>31</b>
<b>29</b>	<b>General .....</b>	<b>31</b>
	Re-Organization	
	Employee Record	
	Access to File	
	Job Descriptions	
	Transfer Of Employees To Or From Other Agencies	
<b>30</b>	<b>Term of Agreement .....</b>	<b>32</b>
	Schedule "A" - Full-time Employees	
	(Monthly Salary Ranges) .....	<b>34</b>
	Schedule "B" - Letter of Intent .....	<b>36</b>

**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 and 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 on a full-time or part-time basis, 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.

- (h) Wherever the term Employer, Manager, Department Head, or Supervisor appears, this shall refer to the management person to whom the employee reports, or to that person's designate, unless otherwise indicated.

**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 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 hourly rate of pay.

- 6.02** Supervisors and persons above the rank of supervisor who are excluded **from** the bargaining unit shall not perform duties normally performed by employees in the bargaining unit, which shall directly cause or result in an employee in the bargaining unit being laid off or suffering a reduction in her hourly rate of pay. This provision does not relate to or in any way limit any clinical case loads or other duties performed by Supervisors and persons above the rank of supervisors as part of their job.

**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 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 to the Treasurer of the Association within thirty (30) days after **such** deduction is made.
- 7.03** Along with the dues, the Employer shall forward to the Association a list showing the names of all employees from whom Association dues are being deducted together with a list of new employees, terminations, and all other changes of status which affect dues deductions or the rate of dues deducted. A 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 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 in the amount of Association dues will be provided in writing by the Association to 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 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 notify the Human Resources Department 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 not 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. It is agreed that the Association will endeavour to ensure that not more than one (1) representative and/or committee member will be absent from a particular department, section of a department, area or program of that department, at any one time.
- 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 subject of a grievance or arbitration. A claim by an employee who has completed her probationary period that she has been suspended or 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 suspension or discharge is effected,

Such special grievance may be settled under the Grievance or Arbitration Procedure by:

- (a) confirming the Hospital's action in suspending or 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. Agreement to waive such time limits shall not be unreasonably denied. 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 licentiate 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 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 fifty cents (\$2.50) per hour of standby time effective 1993 January 1. Where such standby duty falls on a Paid Holiday, as set out in Article 20, the employee shall receive standby pay in the amount of three dollars (\$3.00) per hour effective 1993 January 1.

**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 fourteen dollars (\$14.00) per round trip effective 1993 January 1, or such greater amount that the Hospital may at its discretion determine for each trip. The employee will provide to the Hospital satisfactory proof of payment of the cab fare.

**13.04 Shift Differential**

A full-time or regular part-time employee shall be paid a shift premium in the amount of one dollar (\$1.00) per hour effective 1993 January 1 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 1993 January 1, employees shall be paid a weekend premium of one dollar and thirty-five cents (\$1.35) per hour for each hour worked between 2400 hours Friday 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 Connell/Victory area, and in close proximity to 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 two **(2)** years.
  - (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

Prior to an appointment to a new or vacant regular full-time or regular part-time position, within the scope of this agreement, the Hospital will post a notice for a period of not less than five (5) working days. (This provision specifically excludes the posting of temporarily vacant positions of less than seven (7) months and casual job vacancies). **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 Connell/Victory I area, and in close proximity to 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 service date for salary increment adjustments shall remain unchanged.
- 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 parties have agreed that the monthly salaries and corresponding hourly rates for all employees are as set forth in Schedule "A" as contained herein.
- 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**. Notwithstanding the foregoing, all casual part-time employees may, on a voluntary basis, enroll in the Hospitals of Ontario Pension Plan (HOOPP), when eligible in accordance with its terms and conditions. For casual part-time employees who are members of the Pension Plan, the percentage in lieu of fringe benefits is nine percent (9%) effective **1993 January 1**.
- (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 16.02(a). Such a provision will only be in effect for temporary terms of employment of up to seven (7) months duration or less.

Temporary employees who at the initial time of hire are appointed for a specific period which will exceed seven (7) 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 the time of hiring. The employee shall co-operate with the Employer by providing verification of previous experience, 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 or occupation within the five **(5)** year period immediately prior to the date of hire, will be recognized at the rate of one **(1)** increment for each year of experience;
- (b) other relevant related experience outside of that referred to in Article **16.02**
  - (a) 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 (Step **5**) on the salary scale, except for classifications with less than ~~six~~ **(6)** steps, where the maximum starting salary will be four **(4)** increments (Step **4**);
- (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, 1991, 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, 1991, 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 \$1.75 per hour.
- 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, with reasonable orientation and without training.

Employees shall be recalled in the reverse order of layoff.

The Employer will not hire or transfer any employee to fill a vacancy where there is an employee who has been notified of layoff or has been laid-off, who is willing and in the opinion of the Employer, qualified to fulfil the normal requirements of the job, as outlined above.

- (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 (but in any event with not less than **30** days notice) and in accordance with the Employment Standards Act.
  2. Meet with the Association through the Association-Hospital Relations Committee to review the following:
    - (i) the reasons causing the layoff and the order in which employees will be laid off;
    - (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 employee(s) and 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).

**19.05** 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
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.
- (b) If she is absent on the scheduled working day immediately preceding or succeeding such **a** holiday without certification of sickness. Notwithstanding the foregoing, she shall be entitled to **be** paid if such absence is due to scheduled vacation.

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 H.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%**) of the billed premium for the Ontario Blue Cross semi-private plan for each eligible employee in the employ of the Hospital.
- (b) Regular part-time employees are eligible for 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 **\$15.00** (single) and **\$25.00** (family) deductible effective **1993 January 1**, 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 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 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 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 from her scheduled hours. Such bereavement shall cover immediate family which means parents, brother, sister, spouse, common-law spouse, same sex partner, 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 Pregnancy and Parental Leave**

- a) i) An employee who has had at least thirteen (13) weeks of continuous service immediately preceding the estimated date of delivery shall be eligible for pregnancy, adoption and/or parental leave. Such leave shall not normally exceed a total of thirty-five (35) weeks.
- ii) Such leave will be granted in accordance with the provisions of the Employment Standards Act, except where otherwise amended in this article.
- b) **Pregnancy Leave**
  - i) **An** employee who is entitled to pregnancy leave is required to give at least four (4) weeks notice in writing prior to the commencement of the leave specifying the dates for which the leave is desired together with a medical certificate estimating the date of delivery.
  - ii) An employee has the right to a pregnancy leave of at least seventeen (17) weeks in total. Written notice by an employee to change the date of return to work to an earlier date will be given at least four (4) weeks prior to the date on which she intends to return.
  - iii) **An** employee who wishes to change the date for commencing her leave to an earlier or later date will provide at least two (2) weeks written notice prior to the new date.
  - iv) If an employee is forced by pregnancy-related complications to stop work before she has arranged her pregnancy leave, she has two (2) weeks from that date to give her employer written notice, with a medical certificate confirming the circumstances and the expected or actual date of birth.

c) Parental and Adoption Leave

- i) An employee is entitled to eighteen (18) weeks parental leave following the birth of the child or the coming of the child into the employee's custody, care and control for the first time. A "parent" includes a person with whom the child is placed for adoption and a person who is in a relationship of some permanence with the parent of the child and intends to treat the child as her own.
- ii) For a natural mother, parental leave commences when her pregnancy leave ends or when the child first comes into her custody, care and control. For fathers and adoptive parents, parental leave must commence within thirty-five (35) weeks after the birth or after the child first comes into their custody, care and control.
- iii) In addition, a parent, in order to have some benefits equivalent to those of a natural mother, may extend her parental leave to an aggregate total of thirty-five (35) weeks.
- iv) An employee who is entitled to parental leave is required to give at least four (4) weeks notice in writing prior to the commencement of the leave, specifying the dates for which the leave is required. With respect to a prospective adoption, the employee shall advise the employer as far in advance as possible and shall request the leave 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.
- v) An employee who wishes to change the date for commencing her leave to an earlier or later date will provide at least two (2) weeks written notice prior to the new date.
- vi) Written notice by the employee to extend a parental leave of less than eighteen (18) weeks will be given at least four (4) weeks prior to the termination of the initially approved leave. Written notice by an employee to change the date of return to work to an earlier date will be given at least four (4) weeks prior to the date on which she intends to return.

d) Supplementary Unemployment Benefit Plan (SUB)

- i) A natural mother or parent, who is in receipt of Unemployment Insurance pregnancy benefits, pursuant to Section 18 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 completion of the two (2) week Unemployment Insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance 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.

- ii) A natural or adoptive parent, who is in receipt of Unemployment Insurance parental benefits, pursuant to Section 20 of the provisions of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance parental 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 parental benefits, and shall continue for a maximum of ten (10) weeks. Where an adoptive parent is in receipt of extended parental leave benefits, as provided by Unemployment Insurance, supplemental unemployment benefits, as outlined herein, will be provided as an extension of the ten (10) week period to an aggregate total 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.
  - iii) The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payments 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) Miscellaneous
- i) Credits for service for the purpose of salary increments, vacation, sick leave or other benefits under any provisions of the collective agreement, as well as bargaining unit seniority, shall accumulate during the period of pregnancy leave and for the period of parental leave as provided for under the Employment Standards Act.
  - ii) For employees receiving a percentage in lieu of benefits, the Hospital shall continue to pay the applicable percentage in lieu of benefits for the duration of the pregnancy and parental leave as provided for under the Employment Standards Act.
- The Hospital shall register such payments in lieu of benefits as part of the Supplement Unemployment Benefit Plan.
- iii) In addition, in the case of full-time and regular part-time employees who are receiving benefits, the employer shall continue to pay its share of the premiums for employee benefits provided under the collective agreement for the duration of the pregnancy/parental leave of absence, as provided for under the Employment Standards Act. An employee who wishes to maintain such benefits will be responsible for paying her share of the benefit premiums during the leave of absence. HOODIP Long Term Disability premium payments are excluded during such leaves.
- f) Return To Work
- i) Notwithstanding the provisions of Article 17, an employee shall be reinstated to her former position, unless her former position has been discontinued, in which case she shall be given a comparable job.

- ii) **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 pregnancy/parental leave.

#### **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 between two (2) and six (6) year's salary over a corresponding three (3) to seven (7) year period, in accordance with Part LXVIII of the Income ~~Tax~~ Regulations, Section 6801, to enable them to take a six (6) month to one (1) year leave of absence following their approved 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 period of salary deferral, the applicable percentage 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 period 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 at least one month's written notice is given to the Department Head, and not less than three (3) months written notice is given in the final twelve (12) months of the deferral period, and in the following circumstances:
  - (i) termination of employment;
  - (ii) death;
  - (iii) extreme financial hardship - the employee may have to provide evidence justifying financial hardship to Revenue Canada in the event of an audit;
  - (iv) total and permanent disability as defined under the long term disability plan;
  - (v) move to another position within the organization and continuation in the program is not approved by the Hospital.

Upon early withdrawal from the Pre-Paid Leave 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.
- (l) 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 in the Connell/Victory areas and in close proximity to the cafeteria. 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 by 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 principals. Each of the parties shall file a copy of such revision with the Ontario Ministry of Labour.
- 29.02** The Employer agree; 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 eighteen (18) months following the receipt of such letter, or suspension, provided that the employee's record has **been** discipline free for such eighteen (18) month period.

**29.05** Access To Files

Each employee shall have reasonable access to her personnel file for the purpose of reviewing its contents in the presence of her immediate supervisor. A copy of any document will be provided to the employee on her request. A copy of any document to be placed on an employee's personnel file will also be provided to the employee in a timely fashion.

**29.06** Job Descriptions

Wherever the job description is reviewed or revised, the employee who performs the duties so described shall be involved in the review process, and arrangements made to have the employee sign the job description to indicate that she has reviewed such description. The Association shall be provided with a copy of the revised job description.

**29.07** Transfer Of Employees To Or From Other Agencies

The Hospital and the Association agree to discuss as early as possible and prior to implementation the transfer of employees from another Agency to the Hospital or from the Hospital to another Agency whenever the Hospital has agreement with such an Agency to merge, consolidate or integrate services.

**ARTICLE 30: TERM OF AGREEMENT**

**30.01** This Agreement shall be in effect from 1st Jul 199 and shall remain in effect until 30th June, 1993 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 this 18th day of December 1992.

For the Hospital:

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For the Association:

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P:O Ratified 1993 January 7

AANP:0 WAGE SCHEDULE  
BASED ON KGH PROPOSAL

1	OCCUPATION		STEP	POSITION							
	CODE	DESCRIPTION		JULY 1/89	JAN. 1/90	JULY 1/90	JAN. 1/91	JULY 15/91	JAN. 1/92	JULY 15/92	JAN. 1/93
1	6760	PSYCHOLOGIST	1	26.904	26.904	28.383	28.383	30.066	30.066	30.989	30.989
	3760	PSYCHOLOGIST P/T	2	28.076	28.026	29.567	29.567	31.341	31.341	32.281	32.281
	3761	PSYCHOLOGIST CAS	3	29.148	29.148	30.751	30.751	32.596	32.596	33.574	33.574
			4	30.271	30.271	31.936	31.936	33.852	33.852	34.868	34.868
			5	31.394	31.394	33.120	33.120	35.107	35.107	36.160	36.160
			6	32.517	32.517	34.305	34.305	36.364	36.364	37.455	37.455
2	6761	PHARMACIST	1	21.303	21.303	22.475	22.475	23.824	23.824	25.134	25.134
	3761	PHARMACIST CAS	2	22.045	22.045	23.258	23.258	24.653	24.653	26.009	26.009
	6711	SOCIAL WORKER III	3	22.794	22.794	24.048	24.048	25.491	25.491	26.893	26.893
	3711	SOCIAL WORKER III P/T	4	23.501	23.501	24.794	24.794	26.282	26.282	27.727	27.727
	3714	SOCIAL WORKER III CAS	5	24.276	24.276	25.605	25.605	27.141	27.141	28.634	28.634
	6710	RELATIONS SERV. CO-ORD.	6	25.018	25.018	26.394	26.394	27.978	27.978	29.517	29.517
3	6712	SOCIAL WORKER II	1	19.696	19.996	21.079	21.379	22.626	22.926	24.137	24.437
	3712	SOCIAL WORKER II P/T	2	20.417	20.717	21.840	22.140	23.432	23.732	24.988	25.288
	3715	SOCIAL WORKER II CAS	3	21.152	21.452	22.615	22.915	24.254	24.554	25.855	26.155
	6730	PSYCHIATRIC WORKER II	4	21.886	22.186	23.390	23.690	25.075	25.375	26.722	27.022
	6735	PSYCHOMETRIST II	5	22.615	22.915	24.159	24.459	25.891	26.191	27.582	27.882
	3735	PSYCHOMETRIST II P/T	6	23.336	23.636	24.919	25.219	26.696	26.996	28.431	28.731
	3737	PSYCHOMETRIST II CAS									
	6740	SI VOC. REHAB COUNSELLOR									
	3730	PSYCHIATRIC WORKER II P/T									
	4	6750	SR. OCC. THERAPIST	1	18.711	19.011	20.040	20.340	21.524	21.824	23.075
6760		SR. PHYSIOTHERAPIST	2	19.363	19.663	20.728	21.028	22.254	22.554	23.743	24.043
3760		SI. OT. & PT. THER. P/T	3	20.085	20.385	21.403	21.703	22.969	23.269	24.499	24.799
6793		VOCATIONAL EVALUATOR	4	20.649	20.949	22.085	22.385	23.692	23.992	25.262	25.562
3793		VOCATIONAL EVALUATOR P/T	5	21.382	21.682	22.774	23.074	24.422	24.722	26.033	26.333
6794		CO-ORD. BRAIN INJ. CLINIC	6	21.956	22.256	23.463	23.763	25.152	25.452	26.802	41.101
3794		CO-ORD. SR. INJ. CL. P/T									
5		6765	DIETICIAN	1	18.069	18.369	19.363	19.663	20.807	21.107	22.218
	3764	DIETICIAN P/T	2	18.618	18.918	19.942	20.242	21.421	21.721	22.866	23.166
	3765	DIETICIAN CAS	3	19.174	19.474	20.529	20.829	22.043	22.343	23.522	23.822
	6736	PSYCHOMETRIST I	4	19.736	20.036	21.121	21.421	22.670	22.970	24.184	24.484
	3736	PSYCHOMETRIST I P/T	5	20.284	20.584	21.709	22.009	23.264	23.564	24.832	25.132
	3738	PSYCHOMETRIST I CAS	6	20.847	21.147	22.293	22.593	23.912	24.212	25.494	25.794
	6751	OCCUPATIONAL THERAPIST									
	3751	OCCUPATIONAL THER. P/T									
	3751	OCCUPATIONAL THER. CAS									
	6761	PHYSIOTHERAPIST									
	3762	PHYSIOTHERAPIST P/T									
	3761	PHYSIOTHERAPIST CAS									
	6741	VOCATIONAL COUNSELLOR									
	3741	VOCATIONAL COUNS. CAS									
	6753	SOCIAL WORKER I									
	3753	SOCIAL WORKER I P/T									
3764	SOCIAL WORKER I CAS										

AAHP:O WAGE SCHEDULE  
 BASED ON KGH PROPOSAL 12/16/92

LEVEL	POSITIONS	STEP	JULY 1/89	JAN. 1/90	JULY 1/90	JAN. 1/91	JULY 15/91	JAN. 1/92	JULY 15/92	JAN.
6	G791 TLC II	1	14.200	14.450	15.231	15.481	16.380	16.630	17.503	I
	J791 TLC II P/T	2	14.620	14.870	15.674	15.924	16.849	17.099	17.999	I
	G793 H.R.A. II	3	15.032	15.282	16.109	16.359	17.311	17.561	18.485	I
		4	15.452	15.702	16.552	16.802	17.780	18.030	18.961	I
		5	15.858	16.108	16.980	17.230	18.234	18.484	19.460	I
7	G780 H.R. ANALYST	1	13.604	13.854	14.602	14.852	15.713	15.963	16.800	I
	J781 H.R. ANALYST P/T	2	13.984	14.234	15.003	15.253	16.138	16.388	17.248	I
	J780 H.R. ANALYST CAS	3	14.352	14.602	15.392	15.642	16.551	16.801	17.683	I
	G766 DIETICIAN ASS'T	4	14.733	14.983	15.793	16.043	16.976	17.226	18.132	I
	J767 DIETICIAN ASS'T P/T	5	15.100	15.350	16.180	16.430	17.386	17.636	18.565	I
	J766 DIETICIAN ASS'T CAS									
	G783 H.R. ADMINISTRATOR									
	J782 H.R. ADMINISTRATOR P/T									
	J782 H.R. ADMINISTRATOR CAS									
	G751 OCCUPATIONAL THER. ASS'T									
	G792 TLC I									
	J792 TLC I P/T									
8	G742 VOCATIONAL JOB ST. CO-ORD.	1	12.881	12.881	13.589	13.589	14.404	14.404	15.196	IS
	G762 HRA NON-REGISTERED	2	13.261	13.261	13.990	13.990	14.829	14.829	15.645	II
		3	13.636	13.636	14.386	14.386	15.249	15.249	16.068	IS
		4	14.016	14.016	14.787	14.787	15.674	15.674	16.536	IS
		5	14.384	14.384	15.176	15.176	16.087	16.087	16.972	I

• **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 the Collective Agreement or as otherwise permitted by the new legislation.

**FOR THE HOSPITAL.**

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**FOR THE ASSOCIATION**

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**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**KINGSTON GENERAL HOSPITAL**  
**AND**  
**ASSOCIATION OF ALLIED HEALTH PROFESSIONAL!! ONTARIO**

The parties agree to the concept of flexible scheduling. The parties also agree to endeavour to achieve scheduling which meets both the ~~staffing~~ needs of the Hospital and the satisfaction of the greatest number of employees to the mutual benefit of the parties.

During the term of this Collective Agreement, the parties agree to the suspension of the provisions for scheduling under Article 12, (excluding 12.01 (b), (c) and 12.04) for the purpose of conducting a trial period in any department involved in a pilot project on flexible or alternative scheduling. However, each pilot project shall be specifically and mutually approved by the parties.

Such suspension ~~of~~ Article 12, will ~~be~~ terminated at the conclusion ~~of~~ the ~~trial~~ period, unless otherwise agreed. The length or duration of the trial period will be at the discretion of the Department Head or designate, but in any event will ~~be~~ for ~~no~~ less than three (3) months and no longer than ~~six~~ (6) months.

Dated at Kingston this 18th day of December 1992.

FOR THE HOSPITAL

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FOR THE ASSOCIATION

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