

**THE KINGSTON REGIONAL HOSPITAL
LAUNDRY (INCORPORATED)**

(Hereinafter called "The Employer")

Party of the First Part

AND



AND ITS LOCAL 2060

(Hereinafter called "The Union")

Party of the Second Part

April 1, 2022 to March 31, 2026

TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE	2
ARTICLE 2 - THE EMPLOYER'S RIGHTS.....	2
ARTICLE 3 - RECOGNITION AND NEGOTIATION.....	3
ARTICLE 4 - UNION SECURITY	4
ARTICLE 5 - UNION COMMITTEES.....	4
ARTICLE 6 - GRIEVANCE PROCEDURE	6
ARTICLE 7 - ARBITRATION	7
ARTICLE 8 - DISCHARGE AND SUSPENSION	8
ARTICLE 9 - SENIORITY.....	9
ARTICLE 10 - PROMOTIONS AND STAFF CHANGES	10
ARTICLE 11 - LAY-OFFS AND RECALLS	11
ARTICLE 12 - HOURS OF WORK.....	15
ARTICLE 13 - OVERTIME.....	16
ARTICLE 14 - PAID HOLIDAYS.....	18
ARTICLE 15 - VACATIONS	18
ARTICLE 16 - PAY WHILE SICK.....	20
ARTICLE 17 - LEAVE OF ABSENCE.....	22
ARTICLE 18 - PAYMENT OF WAGES AND ALLOWANCES.....	26
ARTICLE 19 - EMPLOYEE BENEFITS	26
ARTICLE 20 - UNIFORMS	27
ARTICLE 21 - GENERAL	28
ARTICLE 22 - TERM OF AGREEMENT	29
ARTICLE 23 - TERMINATION OF EMPLOYMENT	29
ARTICLE 24 - HEALTH AND SAFETY	29
ARTICLE 25 – COMMUNICATIONS	31
SCHEDULE “A” – WAGE SCALE.....	32
LETTER OF UNDERSTANDING – CERTIFICATIONS	33
LETTER OF UNDERSTANDING – PART-TIME WORKER.....	34
LETTER OF UNDERSTANDING – WEEKEND WORK	35
SCHEDULE "B" - STUDENTS COVERED BY ARTICLE 3.01 (B).....	36

ARTICLE 1 - PREAMBLE

- 1.01 The general purpose of the Agreement is to establish and maintain collective bargaining relations between the Employer and the Union and to provide for the prompt and equitable disposition of grievances and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of the Agreement.
- 1.02 Employees not covered by the terms of this Agreement will not perform duties normally assigned to those employees who are covered by this Agreement, except for the purposes of instruction, experimentation, or in emergencies when regular employees are not readily available.

ARTICLE 2 - THE EMPLOYER'S RIGHTS

- 2.01 The Union agrees to co-operate with the Employer at all times to maintain the highest possible standard of service and efficiency and the Union acknowledges, except as specifically agreed to elsewhere in the Collective Agreement, the exclusive rights of the Employer as follows:
 - 2.02 To direct the operation of the Facility in the best interest of the patients, the community and the employees, both within and without the bargaining unit.
 - 2.03 To formulate policies, rules and regulations which are not inconsistent with the provisions of the Agreement.
 - 2.04 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.
 - 2.05 To determine, where, by whom, in what manner, to what time and under what conditions, employees in the bargaining unit and/or contracts and their employees shall perform their duties.
 - 2.06 To determine in the interest of efficient operation and highest standard of service, the hours of work, work assignments, methods of doing the work and the working establishment for any service, provided always that reasonable notice shall be given to the employee or employees involved of any changes to be made.
 - 2.07 To maintain order and discipline, to hire, promote, transfer, demote, suspend, discharge, or otherwise discipline employees for just cause.

- 2.08 To instruct and direct employees in their duties, responsibilities, conduct and attitudes towards patients, visitors, department heads, supervisors and other employees who are outside the bargaining unit.
- 2.09 To have absolute control of buildings, use of buildings, use of utensils, equipment, machinery, tools, supplies, materials, insurance, clothing, uniforms, and all other articles or things belonging to the Employer.

ARTICLE 3 - RECOGNITION AND NEGOTIATION

- 3.01 (a) The Employer recognizes the Canadian Union of Public Employees as the sole and exclusive bargaining agent of all employees of the Kingston Regional Hospital Laundry Incorporated at Kingston, Ontario, save and except office staff, supervisors, those above the rank of supervisor, students employed during the school vacation period, and persons regularly employed for not more than twenty-four (24) hours per week.
- (b) The Employer recognizes the Canadian Union of Public Employees as the sole and exclusive bargaining agent of employees of the Kingston Regional Hospital Laundry Incorporated in Kingston, Ontario, regularly employed for not more than twenty-four (24) hours a week and students employed during the school vacation period, save and except office staff, supervisors, those above the rank of supervisor, and those persons covered by a subsisting Collective Agreement with the Canadian Union of Public Employees and Its Local 2060.
- (c) This Agreement applies the same for full-time and part-time employees, except for the conditions listed in Schedule "B" of this Agreement which apply only to the students.
- (d) The Memorandum of Agreement, signed on February 1, 1980, regarding students shall form part of this Agreement.
- 3.02 The Parties agree that there shall be no discrimination within the meaning of the Ontario Human Rights Code against any employee by the Union or the Employer by reason of race, creed, colour, age, sex, marital status, nationality, ancestry or place or residence. The Employer and the Union further agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives or members, because of an employee's membership or non-membership in a union or because of their activity or lack of activity in the Union.
- 3.03 The Union shall not hold meetings or conduct Union activities on the Employer's premises except with the General Manager's consent.

3.04 Strikes and Lockouts

The Union agrees that there shall be no strike, and the Employer agrees there shall be no lockout so long as this agreement continues to operate.

ARTICLE 4 - UNION SECURITY

- 4.01 The Employer shall deduct from the first pay cheque of new and present employees, in each calendar month, an amount equal to the current monthly dues as set from time to time by the Union. The Employer shall remit such deductions to the Union Treasurer of the Local not later than the fifteenth (15th) day of the month following the month when such deductions have been made. Such deductions so remitted shall be accompanied by a list of names of each employee and the amount of dues deducted for each employee.
- 4.02 The Union 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 deductions.
- 4.03 The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security, dues check-off, and give each new employee a copy of this Agreement.
- 4.04 The Union shall notify the Employer, in writing, of the amount of such dues, and from time to time as changes occur.
- 4.05 All present members of the Union shall remain members, as a condition of employment, and all new employees who become members shall remain members.
- 4.06 No employee shall be required or permitted to make any written or verbal agreement with the Employer or its representative(s) which conflicts with the terms of this Agreement.
- 4.07 No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization from the Union.

ARTICLE 5 - UNION COMMITTEES

- 5.01 The Union shall have the right to appoint, or otherwise select a Negotiating Committee of not more than two (2) employees, which shall also act as the Grievance Committee. The Union shall advise the Employer of the names of the members of the Committee as soon as they are appointed and shall subsequently inform the Employer forthwith of any changes in its personnel. This Committee shall deal with the Employer's General Manager, or their representative, with respect to any matters which properly arise from time to time concerning the interpretation or administration of this Agreement.

5.01 - Continued

Negotiating Committee

The Employer agrees to pay members of the Negotiating Committee for straight time wages lost for their regularly scheduled working hours spent in direct negotiations for a renewal Agreement, up to but not including arbitration.

Labour Management Committee

Where the Parties mutually agree that there are matters of mutual concern and interest that would be beneficial if discussed at a Labour-Management Committee Meeting during the term of this Agreement, the following shall apply.

The Committee shall be comprised of two (2) representatives of the Union, one of whom shall be the President or designate and representatives of management. A request for a meeting hereunder will be made in writing prior to the date proposed and accompanied by a written agenda of matters proposed to be discussed at least three (3) days prior to the meeting, which shall not include matters that are properly the subject of grievance or negotiations for the amendment or renewal of this agreement.

The Labour Management Committee will meet every quarter. The Committee will recommend adjustments in the wage rates and/or hours of work to the Board of Directors. It is understood that wages can only be adjusted upwards and hours can only be adjusted downwards. It is further agreed that if circumstances change dramatically during the three (3) month period, e.g., a new customer, the Labour Management Committee will meet immediately thereafter to make recommendations regarding adjustments in the wage rate.

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

- 5.02 The Union acknowledges that the members of the Committee and stewards 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 the Supervisor of the Department in which they are working and on completion of such duties shall report back to that official.
- 5.03 In accordance with this understanding, such employees 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, 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 Union Committee does not conform to the accepted practice in dealing with matters arising out of this Agreement, or if an unreasonable or abnormal amount of time is consumed in dealing with such matters.

5.04 Correspondence

All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Recording Secretary of CUPE Local 2060 or the National Representative and the General Manager of the Employer, with a copy to the Recording Secretary of CUPE Local 2060.

ARTICLE 6 - GRIEVANCE PROCEDURE

- 6.01 For purposes of the Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement, including any question as to whether a matter is arbitrable.
- 6.02 The Employer shall deal with the Grievance Committee or Steward (see Article headed "Union Committee") when necessary in the manner set out in Article 6.03 below, when adjusting grievances.
- 6.03 If an employee or the Union has a grievance concerning the interpretation, application, administration, or alleged violation of the Agreement, or if there is a dispute between an employee and the Employer, or between the parties to this Agreement as to whether a grievance is subject to Arbitration, an earnest effort shall be made to settle the difference in the following manner. In such cases, grievances are to be filed within fifteen (15) working days following the circumstances giving rise to the grievance have occurred or ought reasonably have come to the attention of the employee(s).

STEP 1

The aggrieved employee(s) will submit the grievance to their Steward or Grievance Committee. At each step of the grievance procedure, the grievor shall have the right to be present.

STEP 2

If the Steward and/or Grievance Committee consider the grievance to be justified, they will first seek to settle the dispute with the employee's Operations Manager or designate. The Operations Manager, or designate, shall respond within five (5) working days.

STEP 3

If the Union is not satisfied with the decision of the Operations Manager, or designate, it may within five (5) working days following the reply, submit the grievance to the General Manager who shall hear the grievance within ten (10) working days and render a decision within five (5) working days following the hearing. The Union shall be accompanied by a representative from the Canadian Union of Public Employees at the hearing.

The time limits specified in Steps 2 and 3 may be extended by mutual consent of the Employer and the Union.

- 6.04 A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the agreement shall be originated at Step 2 within fifteen (15) working 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 the grievance directly affecting an employee which such employee could themselves institute and the regular grievance procedure shall not be thereby by-passed.

- 6.05 Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance in writing identifying each employee who is grieving to the Operations Manager or their designate within fifteen (15) working days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step 3, and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

ARTICLE 7 - ARBITRATION

- 7.01 When a grievance has been processed in accordance with the procedures set out in Article 6 and the Union is dissatisfied with the General Manager's decision, or if the Employer alleges that the Union and/or any of the employees in the bargaining unit are misinterpreting, misapplying, wrongly administering or violating this Agreement, then the dissatisfied party may notify the other party, within thirty (30) days, of their desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within five (5) days after this receipt, advise the other party of its appointee to the Arbitration Board. The two appointees shall, within five (5) days of the appointment of the second of them, appoint a third person to act as Chairman. If the recipient of the notice fails to appoint an Arbitrator or the two appointees fail to agree upon a Chairman within the time limit, the appointment shall be made by the Ministry of Labour for Ontario upon request of either party.
- 7.02 The Arbitration Board shall forthwith hear and determine the difference or allegation and shall issue a decision, and the decision shall be final and binding upon the parties and upon any employees affected by it. The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority the decision of the Chairman shall govern.
- 7.03 Each party shall pay:
- (i) The fees and expenses of the appointee it appoints.
 - (ii) One-half of the fee and expenses of the Chairman.

- 7.04 The Arbitration Board shall have no power either to amend or modify the terms of this Agreement or to substitute a new clause or clauses in lieu of any existing clause or clauses or to give a decision inconsistent with the terms and provisions of this Agreement. It shall give the parties a fair hearing, it shall not exceed its terms of reference.
- 7.05 At any stage of the grievance or arbitration procedure, the parties shall have the assistance of any employees concerned as witnesses.

ARTICLE 8 - DISCHARGE AND SUSPENSION

- 8.01 (a) In the event that an employee who has successfully completed their probationary period is suspended or discharged from employment without reasonable cause, the employee's case may be taken up as a grievance.
- (b) Such grievance may be settled at any time by any arrangement which is agreeable to the conferring parties.
- (c) The Secretary of the Union shall receive a copy of all disciplinary letters to employees which impose suspension or discharge.
- (d) A new employee will be considered to be on probation and may be terminated without cause by management prior to the conclusion of their probationary period. The probationary period will normally be sixty (60) working days or four hundred and fifty (450) working hours, but may be extended if management is undecided about hiring the probationary employee and so notifies the Union. An employee on probation can only be re-instated through the Grievance Procedure if it can be proven that the Employer acted in a discriminatory manner.
- (e) Employees will be granted access to their personnel files with advance notice of two (2) working days and the employee may be accompanied by a Shop Steward. The meeting will take place during the working hours of the Personnel Department by prior appointment. No documents may be removed from the files by the employee or the Steward. Copies of any documents in the employee's file that are requested will be provided to the employee.

8.02 Clearing of Record

Any letter of reprimand, suspension or any other sanction will be removed from the record of an employee twelve (12) months following the receipt of such letter, providing no similar and/or other offence was committed during this period.

ARTICLE 9 - SENIORITY

9.01 All employees shall be regarded as probationers until they have worked a total of 60 (sixty) working days or four hundred and fifty (450) working hours. A probationary employee shall have no seniority rights. Seniority is defined as the length of service in the bargaining unit.

With the written consent of the Employer, the probationary employee and the President of the Union or designate, such probationary period may be extended. Any extensions agreed to will be in writing and will specify the length of the extension.

9.02 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

Part-Time Employees

(a) The seniority for part-time employees shall be compiled on the basis of the hours worked. Example: 975 hours worked = 6 months seniority, or 1950 hours = 1 year seniority. This means regular hours and does not include overtime. Summer students shall not be included on the seniority list.

(b) Notwithstanding the provisions of 9.02 (a), no part-time employee moving to full-time status shall move ahead of an existing full-time employee whose actual hiring date was prior to the hiring date of a part-time employee.

9.03 Seniority shall be lost under the following conditions:

(i) Termination of employment by resignation of employee and not reinstated by the Employer within one (1) month of the date of termination.

(ii) If an employee is absent from work two (2) consecutive days without permission of the Employer and does not subsequently provide a reasonable excuse to the Employer.

(iii) Discharged for just cause and not reinstated.

(iv) An employee on approved leave of absence shall forfeit their seniority rights if they fail to report for work within two (2) days of a registered letter having been delivered to their last mailing address as shown on the Employer records, except in circumstances beyond their control.

(v) An employee on lay-off shall forfeit their seniority rights if they fail to report to work within fifteen (15) days of a registered letter having been delivered to their last mailing address as shown on the Employer records, except in circumstances beyond their control.

(vi) After a lay-off extending for a period of two (2) years.

9.03 – Continued

- (vii) The employee fails to return to work after sickness at the expiry of a two (2) year period from the commencement of the sick leave.
- (viii) A disabled employee or an employee on Workers' Safety and Insurance Board compensation fails to return to work after two (2) years on disability pension or Workers' Safety and Insurance Board compensation.

9.04 It shall be the responsibility of the employee to provide in writing to the Employer their current address and home telephone number.

ARTICLE 10 - PROMOTIONS AND STAFF CHANGES

- 10.01 (a) The Employer shall, for a period of seven (7) consecutive days, post all job openings on the Union bulletin boards, unless an emergency exists that does not allow the above procedure to be followed, an official of the Union shall be so notified. Applications for such vacancy shall be made in writing within the seven (7) day period referred to herein.
- (b) The postings shall stipulate the qualifications, classifications, rate of pay, department and shift, and a copy shall be provided to the Recording Secretary.
- (c) However, it being understood and agreed that an employee with seniority shall have the right to notify the Employer of their desire to transfer to one of these positions and on the first opening in the desired classification, the employee with the higher seniority shall be appointed to the position, subject to the provisions of Article 10.03.
- (d) Vacancies created by the filling of a posted initial vacancy will not be posted but will be filled in accordance with the provisions of Article 10.

Part-Time Employees

When part-time employees transfer to full-time employment, their seniority accumulated at the time of transfer shall be in accordance with Article 9.02 and credited to them for purposes of seniority in the full-time bargaining unit.

10.02 Job Descriptions

A copy of the current job description for a bargaining unit position shall be made available to the Union upon request. When a new classification which is covered by the terms of this Collective Agreement is created, a copy of the job description shall be forwarded to the Union at the time that the Employer notifies the Local Union of the rate of pay.

10.02 - Continued

Transfer and Seniority Outside the Bargaining Unit

- (a) It is understood that an employee shall not be transferred by the Employer to a position outside the bargaining unit without their consent. The transfer will be a signed agreement for a specific length of time not exceeding six (6) months. It is understood that during this time the employee will not be part of the bargaining unit.
- (b) An employee not returned to the bargaining unit within twenty-four (24) months shall forfeit bargaining unit seniority.

10.03 In matters of promotions and transfers to vacancies in the bargaining unit, appointment shall be made of the senior applicant able to meet the normal requirements of the job.

10.04 When present employees apply for and are accepted by the Employer for promotion, they shall be allowed up to two (2) months 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 seniority and wage or salary relating of their former status.

10.05 When a new classification (which is covered by the terms of this Collective Agreement) is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the Local Union of the same. If the Local Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Employer of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Employer.

If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting.

The decision of the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

10.06 The Union shall be notified of all hirings and terminations of employment in the Union.

ARTICLE 11 - LAY-OFFS AND RECALLS

11.01 The lay-off of employees or the reduction of working hours, shall be made in reverse order on the basis of the seniority list, provided that the employees who are entitled to remain on the basis of seniority are willing and qualified to do the work which is available. When recalling employees who have been laid off, the recall will be made on the basis of seniority providing the employees are willing and qualified to do the work which is available.

11.01 – Continued

In determining whether someone is qualified to perform the work available, the Employer shall not act in an arbitrary, discriminatory or unfair manner.

11.02 No new employees will be hired until those laid off have been given an opportunity for re-employment in accordance with Article 11.01.

11.03 (a) In the event of a proposed lay-off at the Laundry of a permanent or long-term nature or the elimination of a position within the bargaining unit, the Laundry shall:

- (i) provide the Union with no less than six (6) months' written notice of the proposed lay-off or elimination of position; and
- (ii) provide to the affected employee(s), if any, no less than six (6) months' written notice of the lay-off, or pay in lieu thereof.

Note: Where a proposed lay-off results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided in (i) above shall be considered notice to the Union of any subsequent lay-off.

(b) Labour Management Committee

At the Laundry the Labour Management Committee will meet not later than two (2) weeks after the notice referred to in Article 11.03 (a) and will meet as frequently as is necessary.

The Committee will identify and propose possible alternatives to the proposed lay-off(s) or elimination of position(s), including, identifying work which could be performed by bargaining unit members who are or would otherwise be laid off, as well as identifying any new positions added to the bargaining unit.

Any dispute relating to the foregoing procedures may be filed as a grievance commencing at Step 3.

The Labour Management Committee, or where there is no consensus, the Committee members shall propose alternatives to cutbacks in the staffing to the Laundry's Board of Directors.

11.03 - Continued

- (c) An employee in receipt of the notice of lay-off pursuant to the above may:
- (i) accept the lay-off; or
 - (ii) opt to receive the separation allowance as outlined in Article 11.10;
- or
- (iii) opt to retire, if eligible under the terms of the Hospitals of Ontario Pension Plan (HOOPP) as outlined in Article 19.03.
 - (iv) displace an employee with less seniority in the bargaining unit in accordance with Article 11.06 (a).

11.04 In the event of a lay-off of an employee, the Employer shall pay its share of insured benefits premiums up to the end of two (2) months following the month in which the lay-off occurs.

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

11.05 Notwithstanding the provisions in this Article, including Article 11.01, the Employer agrees that in the event of a lay-off, the following procedure shall be followed:

1. All students shall be laid off first and not re-hired while any other employee is on lay-off.
2. All part-time employees shall be laid off next and not re-hired while any other employee is on lay-off.
3. Then full-time employees may be laid off.

11.06 (a) Recognizing the principals of Article 11, the parties agree that an employee about to be laid off may, by providing written notice in seven (7) days, displace (bump) any employee with less seniority in the bargaining unit if the employee originally subject to lay-off has the ability to meet the normal requirements of the job. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article 11.03.

(b) An employee shall have the opportunity of recall from a lay-off to an available opening in the same classification in order of seniority. The posting procedure in the Collective Agreement shall not apply until the recall process has been completed.

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

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

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

11.10 Separation Allowance

(a) Where an employee resigns within one (1) month after receiving notice of lay-off pursuant to Article 11.03 that their position will be eliminated, they shall be entitled to a separation allowance of two (2) weeks' salary of each year of continuous service to a maximum of twenty-six (26) weeks' pay and, on production of receipts from an approved education program within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of four thousand five hundred dollars (\$4500.).

(b) Where an employee resigns later than one (1) month after receiving notice pursuant to Article 11.03 that their position will be eliminated, they shall be entitled to a separation allowance of six (6) weeks' salary and, on production of receipts from an approved education program within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand eight hundred dollars (\$1800.).

11.11 Early Retirement

Prior to issuing notice of lay-off in any classification(s), the Laundry will offer early retirement allowance to a sufficient number of employees eligible for early retirement under HOOPP within the classification(s) in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the number of employees within the classification(s) who would otherwise receive notice of lay-off under Article 11.03.

An employee who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of two (2) weeks' salary for each year from date of hire, to a maximum ceiling of fifty-two (52) weeks' salary and, in addition, shall receive a single lump sum payment equivalent to \$1,000 for each year less than age 65 to a maximum of \$5,000 upon retirement.

11.12 Severance Allowance

An employee in receipt of a permanent lay-off notice shall receive upon completion of their last day worked a severance allowance of two (2) weeks for each year back to their original date of hire to a maximum of fifty-two (52) weeks. It is understood that any and all payments under this clause are inclusive of any right, obligations, or entitlement under the Employment Standards Act.

ARTICLE 12 - HOURS OF WORK

- 12.01 The normal hours of work shall consist of seventy-five (75) hours over a two (2) week period. A normal shift shall be composed of seven and one-half (7½) consecutive hours exclusive of a one-half (½) hour unpaid meal time. The meal period shall be an uninterrupted period except in cases of emergency.

Schedules for part time employees will be posted bi-weekly based on available hours for operational needs. Part time hours will be scheduled equitably among the available employees up to three (3) shifts per week based on the seniority of the available staff. Once all part time staff have been scheduled up to three (3) shifts, additional shifts will be offered one at a time to the most senior employee who is available for work. A shift offered and refused is considered an offered shift.

Part time employees willing to work pre scheduled and/or call-in shifts shall indicate their availability to the Employer in a form prescribed by the Employer. Such employees shall indicate the shifts for which they are available against the appropriate date, where applicable.

It is understood that part time employees, when scheduled to work temporarily at or near full time hours, shall retain their part time status and the Union will not claim such employee has become full time. It is understood that such temporary period shall not exceed the greater of thirteen (13) consecutive weeks, or, in the event of the replacement of an employee on leave or vacation(s), the duration of the leave or vacation(s).

In the event that the Employer has to cancel a shift, the next available shift would be offered to replace the cancelled shift of the affected part time employee.

- 12.02 Employees who report to work for any scheduled shift will be guaranteed at least four (4) hours of work or if no work is available will be paid at least four (4) hours.

The Employer agrees that when requesting a part-time employee to report to work on the same day the request is made and if the employee reports to work within one (1) hour of the request, the employee shall be paid one-half (½) hour wages over and above the hours actually worked that day. The one-half (½) hour payment shall not be pyramided for the purpose of overtime but shall only be paid at straight time even if the employee works their full shift that day.

- 12.03 Employees who are absent from work due to illness will contact the Employer prior to 1:00 p.m. on the business day before their return to confirm their start time the next day.
- 12.04 There shall be one fifteen (15) minute rest period in each half of each shift.
- 12.05 The aforementioned hours of work in Article 12.01 shall not be construed as a guarantee of the number of hours to be worked.
- 12.06 A shift premium of sixty-five cents (65¢) per hour will be paid for each hour worked in a shift to any employee who is scheduled to report to work before 6:00 a.m. or to work later than 6:00 p.m. Shift premiums shall not be paid if the employee's hours of work before 6:00 a.m. or after 6:00 p.m. are overtime.
- 12.07 All full-time employees shall be paid a weekend shift premium for all hours worked between 12:00 a.m. Saturday and 12:00 midnight on Sunday in the amount of one dollar (\$1.00) per hour.

These employees who are required to work either Saturday or Sunday shall be entitled to two (2) consecutive days off on a rotational basis.

ARTICLE 13 - OVERTIME

- 13.01 Save as herein otherwise provided, "Overtime" means authorized hours worked:
- (i) in excess of the scheduled hours of work per day; or
 - (ii) in excess of seven and one-half (7½) hours per day and thirty-seven and one-half (37½) hours per week.
- 13.02 Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked.
- 13.03 Opportunities for overtime and call back time shall be divided equally among the employees who are willing and qualified to perform the work that is available.

Overtime shall be assigned to the Area which the work is available in the following manner provided that the Employment Standards Act is not violated:

- (a) Assigned to full-time employee in the classification where the overtime is available, then full-time employees throughout other classifications in the bargaining unit.
- (b) If overtime work is still available, then it will be assigned to part-time employees within the classification where the overtime is available, then part-time employees throughout the classifications in the bargaining unit.

13.03 - Continued

- (c) If overtime work is still available following the above procedure, then the Employer may assign the work available to student employees.
 - (d) If overtime is still available following the above procedure, then the Employer may schedule the work available to students, if working, to the part-time employees, if working, then to the full-time employees. Part-time and full-time employees will be scheduled in the reverse order of seniority.
 - (e) Employees who are on sick leave, leave of absence or bereavement leave on a day prior to a day that overtime is available shall not be eligible for overtime.
 - (f) Employees who are on vacation or lieu time may call the plant prior to 1:00 p.m. on Friday and speak to their supervisor or designate regarding overtime opportunities on Saturday.
- 13.04 A full-time employee who is called in and required to work outside their regular working hours shall be reimbursed as follows: They shall be paid a minimum amount of four (4) hours at time and one-half (1½) of the regular straight time rate.
- 13.05 Overtime premium will not be duplicated nor pyramided nor shall other premiums be duplicated nor pyramided nor shall the same hours worked be counted as part of the normal workweek and also as hours for which the overtime premium is paid.
- 13.06 Overtime shall be paid at one and one-half (1½) times the employee's basic rate.
- 13.07 Overtime shall be paid at two (2) times the employee's basic rate for all hours worked on a Sunday.
- 13.08 Full-time employees shall be paid for overtime or at the employee's option, the employee shall be allowed to save their overtime to be used at a later date as time off with pay, it being understood that overtime rates that apply shall be converted to straight time hours and no employee shall be allowed to accumulate a total at any one time of over ten (10) working days. The actual time off shall be by mutual agreement. If an employee exercises the option for time off with pay, the decision shall be binding and the employee may not later request pay in lieu of time off. Overtime accumulated in excess of ten (10) working days shall be paid to the employee concerned.
- 13.09 When an employee performs authorized overtime work of at least three (3) hours duration the Employer will schedule a rest period of fifteen (15) minutes duration.

ARTICLE 14 - PAID HOLIDAYS

14.01 An employee, subject to the provisions of this Article, shall be paid in the amount equivalent to one (1) day's pay at their regular straight time rate for the following holidays:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Two (2) Floating Holiday	

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

- (i) If they are absent on the scheduled working day immediately preceding or succeeding such a holiday without certification of sickness. Notwithstanding the foregoing, they shall be entitled to be paid if such absence is due to scheduled vacation.
- (ii) If such a holiday occurs while they are on leave of absence resulting in the employee not working either the day preceding or succeeding the holiday.

14.03 An employee required to work on a paid holiday shall be paid for the work performed at two times (2X) their basic rate in addition to any payment required under Article 14.01.

ARTICLE 15 - VACATIONS

15.01 The Employer shall distribute the vacation selection sheet by January 15 of each year.

15.02 All vacation which has been earned by an employee must be taken by March 31st in the following year.

- 15.03
- (i) Vacation shall be earned at the rate of two (2) weeks per year for the first two (2) years of service.
 - (ii) During the calendar year in which an employee completes two (2) years of service, they shall receive during that calendar year three (3) weeks of paid vacation and each year thereafter.
 - (iii) During the calendar year in which an employee completes five (5) years of service, they shall receive during that calendar year four (4) weeks of paid vacation and each year thereafter.
 - (iv) During the calendar year in which an employee completes twelve (12) years of service, they shall receive during that calendar year five (5) weeks of paid vacation and each year thereafter.

15.03 – Continued

- (v) During the calendar year in which an employee completes eighteen (18) years of service, they shall receive during that calendar year six (6) weeks of paid vacation and each year thereafter.
- (vi) During the calendar year in which an employee completes twenty-six (26) years of service, they shall receive during that calendar year, seven (7) weeks of paid vacation and each year thereafter.
- (vii) For employees with less than twelve (12) months of service on June 30 in a given year, vacation pay shall be pro rated as follows:

One (1) day's pay for each completed month of service prior to June 30 up to a maximum of ten (10) days' pay, e.g., six (6) months' service equals six (6) days' pay.

- (viii) Should an employee be absent from work on a leave of absence without pay for a period of thirty (30) continuous days or more, then the vacation pay shall be pro rated. Thirty (30) continuous days shall mean a full thirty (30) continuous days. For the purpose of clarity, each thirty (30) continuous day period shall equal 1/12 of a vacation pay year. Actual time off shall be in accordance with Article 15.03 (i), (ii), (iii), (iv) and (v).

(ix) Part-Time

Vacation pay for part-time employees shall be earned by an employee up to April 1 of a given year as follows:

- 4% of gross earnings - up to 2 years of seniority
- 6% of gross earnings - after 2 years of seniority and up to 5 years' seniority
- 8% of gross earnings - after 5 years of seniority and up to 12 years' seniority
- 10% of gross earnings - after 12 years of seniority and up to 18 years' seniority
- 12% of gross earnings - after 18 years of seniority
- 14% of gross earnings – after 26 years of seniority

15.04 Up to and including March 31 of the year in which the vacation is scheduled, employees shall be given preference as to the selection of their vacations on the basis of their seniority in their department. Subsequent to March 31, employees' requests shall be granted on a first come, first served basis, taking into consideration the Employer's staffing requirements.

Requests for vacation will have priority over requests for lieu time and/or leaves of absence.

15.05 When a paid holiday falls during a scheduled vacation period, an additional day off with pay will be added to the vacation period in lieu of the holiday.

15.06 Vacation pay shall be paid at the employee's current rate of pay immediately prior to the commencement of their vacation.

- 15.07 Employees may, upon giving at least thirty (30) days' notice in writing, receive on the last office day preceding commencement of their annual vacation, any cheques which may fall due during their period of vacation.
- 15.08 An employee who is hospitalized after starting their vacation shall be entitled to use sick leave in place of vacation credits for the period of hospitalization.
- 15.09 An employee who has commenced their scheduled vacation and suffers a death in the immediate family shall have their vacation extended by the number of days that they are eligible for in accordance with Article 17.01.
- 15.10 Part-time employees, who are appointed to full-time staff, shall receive vacation entitlement for their first year of full-time employment from the date that they were appointed to full-time status. Time worked prior to the full-time appointment shall be paid in accordance with Article 15.03 (ix).
- 15.11 An employee may request up to (and including) March 31 of the current year that up to and including five (5) days of their vacation entitlement be deferred to the following year for an extended vacation. It is understood that the following year any current entitlement including any deferred vacation credits must be used in their entirety. Request for extended vacation shall not be unreasonably denied.

ARTICLE 16 - PAY WHILE SICK

- 16.01 (a) Full-time employees who have completed three (3) months of continuous service shall be covered by the Hospitals of Ontario Disability Income Plan (HOODIP, Sick Pay Benefit and Long Term Disability Benefit).
- The Employer shall contribute one hundred percent (100%) of the required premiums on behalf of each employee.
- Full-time employees who suffer bona fide illness shall be granted leave of absence and be compensated for lost earnings in accordance with the provisions of the Plan as outlined in the HOODIP description.
- (b) Any dispute which may arise concerning an employee's entitlement to any benefits referred to in Article 16.01 (a) including HOODIP and equivalent may be subject to grievance and arbitration under the provisions of this Collective Agreement.
- (c) A copy of the current HOODIP Plan text or, where applicable, the Master Policy of the HOODIP equivalent shall be provided to the Union.
- 16.02 (a) The Employer recognizes alcohol and drug abuse as treatable illness. An employee having a problem of this nature will be treated in the same manner as those employees suffering from illness, as long as they are being actively supervised by and receiving continuous treatment for that disability from a Rehabilitation Centre, a physician or an institution provincially designated for that treatment.

16.02 – Continued

- (b) An employee who is absent from work for three (3) consecutive days or more may be requested to furnish a doctor's certificate stating the duration of the illness and the first and most recent date of their attendance upon the employee in connection with such illness.

In addition, where proof of illness may be requested at any time by the Employer, the employee will be requested to visit the Employer's health service, save and except those absences involving HOODIP, LTD.

All said proof of illnesses requested by the Employer at the Employer's health service shall be paid in full by the Employer within five (5) working days if such proof is not covered by our present medical coverage. This will also include any Costs for the annual medical required by the Employer.

- 16.03 (a) All employees shall be covered by The Workplace Safety and Insurance Act. An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of claim for Workplace Safety and Insurance Board benefits for a period longer than one (1) completed pay period may apply to the Employer for payment equivalent to the lesser of the benefit they would receive from Workplace Safety and Insurance Board benefits if their claim was approved, or the benefit to which they would be entitled under the short-term sick leave plan. Payment will be provided only if the employee provides evidence of disability satisfactory to the Employer and a written undertaking satisfactory to the Employer that any payments will be refunded to the Employer following final determination of the claim by the Workplace Safety and Insurance Board. If the claim for Workplace Safety and Insurance benefit 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 sick leave plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

- (b) Form 7

The Employer shall provide copies of the Workplace Safety and Insurance Board's Form 7 to the employee on any claim filed with the Workplace Safety and Insurance Board by the Employer.

- (c) Employer Intervening, W.S.I.B.

When the Employer intends to intervene or dispute a Workplace Safety and Insurance Board claim, the Employer shall notify the employee in writing of its intention.

ARTICLE 17 - LEAVE OF ABSENCE

17.01 Bereavement Leave

- (a) Employees shall be granted leave of absence without loss of pay in case of death in accordance with the following entitlement:

In case of death of a spouse, which includes same sex and common-law, son, daughter, father, mother, grandchild, sister, brother, step-mother, step-father, step-daughter, step-sister, step-brother, step-son, up to maximum of five (5) calendar days, including the day of funeral and, or Celebration of Life.

In case of death of father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, grandparent-in-law, legal guardian or another relative who resides in the employee's home up to a maximum of three (3) calendar days, including the day of funeral and, or Celebration of Life.

- (b) In case of death of an aunt, uncle, niece or nephew of the employee or the employee's spouse one (1) day which may include the day of funeral or Celebration of Life.

The Employer may at its discretion, extend such leave with or without pay. It is understood that should an employee find it necessary to separate the bereavement leave between the day of the funeral and the Celebration of Life, they require prior approval from the employer.

- (c) Notwithstanding the above, it is understood that bereavement leave for part-time employees as described in (a) and (b) above shall be granted without loss of pay or benefits for their scheduled days only during the bereavement leave.
- (d) An employee who has commenced their scheduled vacation, banked overtime, or lieu days and suffers the death in the family shall have their vacation extended by the number of days to which they are entitled in accordance with Article 17 or put back into their bank for future use.

- 17.02 (a) Leave of absence without pay will be considered for employees providing request for such leave is made one (1) month in advance of commencement of such leave except in circumstances beyond the employee's control.

- (b) It is further understood that full-time employees would now be allowed to request leaves of absence without pay with the following basic understanding:

1. They would give at least one (1) month's notice of requests for leave; such leave shall be for a minimum of one (1) month.

17.02 – Continued

2. All unscheduled vacation would have to be used before a leave would be granted.
3. During such leave, benefits would have to be paid for by the employee during that period.
4. There may be a limit of the number of employees within an Area or Department being allowed leave at the same time. The parties agree that this will be done in a reasonable and fair manner.

17.03 Leave of absence without pay shall be granted upon written request by the Union to the Employer at least two (2) weeks in advance of the start of such leave to not more than two (2) employees at any one time to attend a Union convention. Such leave of absence shall not exceed a total of twenty (20) days in any one calendar year.

17.04 Pregnancy Leave (Full-Time/Part-Time Employees)

- (i) The Employer agrees to grant leave of absence due to pregnancy as provided in The Employment Standards Act without pay and without loss of seniority, and the employee shall accumulate seniority for the duration of the leave. When an employee decides to return to work after maternity leave, they shall provide the Employer with at least two (2) weeks' notice. The employee shall be reinstated to their former position, if available, or given a comparable position at not less than their wages when they began their leave of absence.
- (ii) For the purposes of this Article, the Employer shall continue to make the employee's contributions for the pension plan, life insurance plan, accidental death plan, extended health plan, dental plan and any other type of benefit plans described under Article 19, unless the employee gives the Employer a written notice that the employee does not intend to pay the employee's contributions, if any.
- (iii) Vacation for employees on approved pregnancy leave shall be subject to the provisions of Article 15.02 (vi) after the seventeen (17) week period allowed for in Article 17.04 (i).
- (iv) Effective on confirmation by the Employment Insurance Commission of the appropriateness of the Laundry's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of the Employment Insurance pregnancy benefits pursuant to Section 18 of the Employment Insurance Act shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between ninety three percent (93%) of their normal weekly earnings and the sum of their weekly employment insurance benefits and any other earnings.

17.04 – Continued

- (iv) Receipt by the Laundry of the employee's employment insurance cheque stubs shall constitute proof that they are in receipt of the Employment Insurance pregnancy benefits.

The employee's normal weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours plus any wage increase of salary increment that they would be entitled to receive if they were not on pregnancy leave.

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

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

- (v) Part-Time Employees

The Laundry will continue to pay the percentage in lieu of benefits and its share of pension contributions during the period of pregnancy leave. The Laundry will register those benefits as part of the Supplemental Unemployment Benefit Plan with the Employment Insurance Commission.

17.05 Jury/Witness Duty

Any employee who is called for jury duty shall suffer no loss of pay for the time served as juror or a subpoenaed witness, providing they shall present to the Employer a statement from the Court indicating the total monies they received for serving. Upon presentation of such statement, the employee shall be paid the difference between what they received from the Court and the pay they would have received from the Employer had they worked their scheduled hours during the period of jury service.

- 17.06 The Employer agrees to allow the President of the Union or their delegate time off with pay in order to attend the funeral of an employee or the spouse of an employee.

17.07 Parental Leave (Full-Time/Part-Time Employees)

- (a) Employees shall be granted up to eighteen (18) weeks leave to provide parental care to a new child.

17.07 – Continued

- (b) Effective on confirmation by the Employment Insurance Commission of the appropriateness of the Laundry's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 18 of the Employment Insurance Act shall be paid a supplemental unemployment benefit for a period not exceeding ten (10) weeks. That benefit shall be equivalent to the difference between ninety-three percent (93%) of the employee's normal weekly earnings and the sum of their weekly Employment Insurance Benefits and any other earnings. Receipt by the Laundry of the employee's Employment Insurance cheque stub will serve as proof that the employee is in receipt of the Employment Parental Benefits.
- (c) The employee's normal weekly earnings shall be determined by multiplying the employee's regular hourly rate on their last day worked prior to the commencement of the leave times the employee's normal weekly hours, plus any wage increase or salary increment that the employee would be entitled to if they were not on parental leave.
- (d) However, credit for seniority shall not be suspended but shall accumulate during such leave.
- (e) In addition to the foregoing, the Laundry shall pay the employee ninety-three percent (93%) of their normal weekly earnings during the first two (2) week period of the leave while waiting to receive Employment Insurance benefits.

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

- (f) Subject to any changes to the employee's status which would have occurred had they not been on parental leave, the employee shall be reinstated to their former duties, on the same shift in the same department, at the same rate of pay.
- (g) Part-Time Employees
The Laundry will continue to pay the percentage in lieu of benefits and its share of the pension contribution for a period of up to ten (10) weeks while the employee is on parental leave. The Laundry will register these benefits with the Employment Benefit Plan.
- (h) Upon conclusion of the leave, the employee shall confirm to the Employer, their intention to return to work at least two (2) weeks prior to the scheduled date and then they shall be reinstated to the position occupied at the time the leave commenced.

17.07 – Continued

- (i) Should both adoptive parents be employed at the Laundry, then only one shall be allowed such leave unless the employees and the Employer mutually agree to a schedule of leave-sharing.

17.08 An employee may apply for leave without pay for up to twelve (12) months to attend full-time studies at a recognized educational institution. Such leave shall not be unreasonably denied.

While on education leave an employee shall:

- (a) retain and accumulate seniority
- (b) maintain all benefits, providing they pay both portions of the benefits, each month in advance.

17.09 Medical Appointments

Employees who have scheduled appointments must notify the Employer twenty-four (24) hours in advance of appointment, where possible. Approval of the request for unpaid leave to attend the appointment will be at the Employer's discretion based on the operational needs on that particular day.

ARTICLE 18 - PAYMENT OF WAGES AND ALLOWANCES

18.01 Rates of pay are set out for the various classifications in Schedule "A" of this Agreement. Employees in the bargaining unit are paid every two (2) weeks.

Part-Time Employees

Premium in Lieu of Benefits

A premium in lieu of benefits of fourteen percent (14%) will be paid to part-time employees in addition to the rates as shown in Schedule "A". It is understood and agreed that Public Holiday pay is included within this percentage.

18.02 The Employer shall continue the present practice of allowing employees to park their cars free of charge on the premises of the Employer for the term of this Agreement.

ARTICLE 19 - EMPLOYEE BENEFITS

19.01 The Employer agrees to contribute one hundred percent (100%) toward the billed premium for standard ward coverage of the Kingston Regional Hospital Laundry Incorporated Group of the Employer Health Tax.

- 19.02 All employees of the Kingston Regional Hospital Laundry Incorporated must join the Hospitals of Ontario Group Life Insurance Plan and Long Term Disability Plan as a condition of employment after three (3) months of service. The Employer agrees to contribute one hundred percent (100%) of the premium cost of the plan.
- 19.03 All new and/or present full-time employees must be enrolled in the Hospital of Ontario Pensions Plan (HOOPP) subject to its terms and conditions.
- 19.04 All employees of the Kingston Regional Hospital Laundry Incorporated shall join the Canada Pension Plan upon commencement of employment.
- 19.05 The Employer agrees to contribute one hundred percent (100%) of the billed premium cost of the Desjardins Dental Plan with benefits provided in accordance with the current ODA Schedule of Fees as amended from time to time.
- 19.06 The Employer agrees to contribute one hundred percent (100%) of the billed premium cost of the Desjardins Extended Health Care Plan. The Employer agrees to contribute one hundred percent (100%) of the billed premium cost of Vision Care three hundred and fifty dollars (\$350.00) maximum every twenty-four (24) months), plus the cost of biannual eye exam.
- 19.07 It is mutually agreed that any and all accrued E.I. premium rate reductions realized by the Employer to the expiry date of this Agreement (5/12ths) rebate has been applied to benefits described in Article 19.
- 19.08 The Employer agrees to contribute one hundred percent (100%) of the billed premium cost for the chiropractor to a maximum benefit of five hundred dollars (\$500.00).
- 19.09 A copy of all current master policies of the benefits referred to in this Article shall be provided to the Union.
- 19.10 It is understood that a new carrier may be substituted for an existing carrier provided the Union is consulted regarding any changes and that the benefits conferred thereby are not decreased.
- 19.11 The Employer agrees to pay the Employer's share of the premiums for the benefits of any employee who is absent due to a workplace injury for up to twenty-four (24) months or any greater period in accordance with the applicable legislation, provided the employee pays their share of the premiums monthly in advance.

ARTICLE 20 - UNIFORMS

- 20.01 The Employer shall continue its present practice of supplying uniforms.
- 20.02 The Employer shall pay employees up to two hundred and fifty dollars (\$250.00) per year who are required to wear safety footwear.

ARTICLE 21 - GENERAL

21.01 Technological Change

“Technological change” means the introduction of production equipment different in nature, type or quantity from that previously utilized, a change, related to the introduction of this equipment, in the manner in which the Employer carried on its operation and any change in work methods and operations affecting one or more employees.

21.02 The Employer agrees to notify the Union at least sixty (60) days prior to any technological changes which will significantly change the status of employees within the bargaining unit. The Employer agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse effect, if any, upon employees concerned. Employees who are subject to lay-off under conditions referred to above shall be given lay-off notice as per Article 11 of the Collective Agreement.

21.03 The Employer will not contract out any work which will result in an employee in the bargaining unit being laid off or suffering a reduction in their regular hourly rate of pay.

21.04 The cost of printing this Agreement in booklet form in numbers sufficient for distribution to each party shall be borne equally by each party to the Agreement.

21.05 Bulletin boards shall be provided by the Employer on the main floor upon which the Union shall have the right to post notices, subject to approval of the Employer prior to posting.

21.06 Wherever the terms "employee" or "employees" are used in this Agreement, it shall be deemed to include males and females. Wherever used herein, the feminine gender shall mean and include the masculine and vice versa, and similarly the singular shall include the plural and vice versa as applicable.

21.07 When an employee temporarily performs the duties of a higher classification, they shall receive the wage rate of the higher classification for all time worked in the higher classification.

21.08 An employee asked by the Employer to perform the duties of a lower classified position shall suffer no loss in wages.

21.09 Portability of Service Credits

Employees who change status from full-time to part-time or vice versa shall be entitled to carry their seniority credits with them.

Seniority shall then count for all purposes except a competition to return to full-time employment within the period of two (2) years following a voluntary change of status.

- 21.10 The Memorandum of Agreement signed by the parties regarding pay equity forms part of this Agreement.
- 21.11 In the event that inclement weather prevents an employee from reporting to work, the employee may substitute vacation day(s) or lieu time so not to lose wages as a result of the weather.

ARTICLE 22 - TERM OF AGREEMENT

- 22.01 This Agreement shall be in effect from the 1st day of April, 2022 and shall remain in effect until the 31st day of March, 2026 and continue in effect from year to year thereafter unless either party gives to the other party written notice of termination or of a desire to amend.
- 22.02 Notice that amendments are required or that either party intends to terminate this 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 date of this Agreement or to any anniversary of such expiration date.
- 22.03 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.
- 22.04 It is understood that during any negotiations following upon notice of termination, or notice of amendment, either party may bring counter proposals arising out of or related to the original proposals.
- 22.05 Any changes deemed necessary in this Agreement may be made by mutual agreement of the parties at any time during the existence of this Agreement.

ARTICLE 23 - TERMINATION OF EMPLOYMENT

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

ARTICLE 24 - HEALTH AND SAFETY

24.01 Health and Safety Committee

- (a) The Employer and the Union agree that they mutually desire to maintain standards of the safety and health in the workplace in order to prevent accidents, injury and illness.

24.01 – Continued

- (b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Accident Prevention - Health and Safety Committee at least one representative selected or appointed by the Union from amongst bargaining unit employees.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend action to be taken to improve conditions related to safety and health.
- (d) The Employer agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfil its functions.
- (e) Meetings shall be held every third month or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) Time off for employee representative(s) to attend meetings of the Accident Prevention - Health and Safety Committee in accordance with the foregoing shall be granted and any representative(s) attending such meetings shall be paid by the Employer their regular straight time hourly rate.
- (g) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- (h) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such transfer is not feasible, the pregnant employee may:
 - (i) change positions with another employee in another work area by written consent of that employee;
 - (ii) be granted an unpaid leave of absence.Both (i) and (ii) above will be effective until the commencement of maternity leave.
- (i) Where the Employer identifies a risk area where employees are exposed to Hepatitis B, the Employer will provide, at no cost to the employees, a Hepatitis B vaccine if they so desire.

24.02 Training

All members of the Joint Health and Safety Committee shall receive training and education to ensure a basic understanding of health and safety issues and committee functions.

A yearly upgrading on health and safety issues shall be provided for all Joint Health and Safety Committee members.

24.03 Certified Workers

One (1) Health and Safety representative from CUPE Local 2060 will be one of the certified workers defined under the Occupational Health and Safety Act. The certified worker shall be trained at the Employer's expense. All time spent in training shall be considered work time and paid accordingly by the Employer.

ARTICLE 25 – COMMUNICATIONS

25.01 The Employer shall provide, on an annual basis, January 1, of each year, a list of all employees in the bargaining unit indicating their names in alphabetical order, their last known address, telephone numbers, status job classification and department name. This list is provided to the Local CUPE Executive exclusively for Union record keeping purposes.

Union members who do not want the Union to have this information shall notify the Human Resources Department and the Local President of such in writing.

DATED at Kingston, this 24 day of March, 2023.

SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2060

SIGNED ON BEHALF OF THE
KINGSTON REGIONAL HOSPITAL
LAUNDRY (INCORPORATED)

Fred Blouin

Paul McCreary

SCHEDULE “A” – WAGE SCALE

CLASSIFICATION	PAY STEPS	CURRENT RATES AS	APRIL 1, 2022				
		OF APRIL 1, 2021	\$1.00	APRIL 1, 2022	APRIL 1, 2023	APRIL 1, 2024	APRIL 1, 2025
				1%	1,75%	1.5%	1.5%
CSC & ESA & FACILITY ENGINEER	Start	\$17.59	\$18.59	\$18.78	\$19.10	\$19.38	\$19.67
	6 Months	\$18.27	\$19.27	\$19.47	\$19.81	\$20.10	\$20.40
	After 1 Year	\$18.65	\$19.65	\$19.85	\$20.19	\$20.49	\$20.79
DRIVERS	Start	\$21.88	\$22.88	\$23.11	\$23.51	\$23.86	\$24.21
	6 Months	\$22.58	\$23.58	\$23.82	\$24.23	\$24.59	\$24.95
	After 1 Year	\$22.92	\$23.92	\$24.16	\$24.58	\$24.94	\$25.31

Lead Hand shall receive \$1.00 per hour over the maximum rate for the classification.

LETTER OF UNDERSTANDING – CERTIFICATIONS
BETWEEN
KINGSTON REGIONAL HOSPITAL LAUNDRY INCORPORATED
AND
CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2060

The Employer will reimburse drivers for all costs of Medical Certification and driver renewal testing up to one hundred and fifty dollars (\$150.00) with provided receipt of each. It is understood that where an employee can show the cost of certification has increased more than the one hundred and fifty dollars (\$150.00) above, the Employer shall reimburse the provided amount.

SIGNED at Kingston, this 24 day of March, 2023.

SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2060

Fred Brown

SIGNED ON BEHALF OF THE
KINGSTON REGIONAL HOSPITAL
LAUNDRY (INCORPORATED)

Paul McAuley

[Faint signature]

LETTER OF UNDERSTANDING – PART-TIME WORKER

BETWEEN

KINGSTON REGIONAL HOSPITAL LAUNDRY INCORPORATED

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2060**

The Employer and the Union agree that any part-time employee who may be required to work over twenty-four (24) hours per week would not constitute a change in their classification from part-time to full-time and that the Union will not claim that such employee had become full-time.

SIGNED at Kingston, this 24 day of March, 2023.

SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2060

Fred Shover

SIGNED ON BEHALF OF THE
KINGSTON REGIONAL HOSPITAL
LAUNDRY (INCORPORATED)

Paul McAuley

LETTER OF UNDERSTANDING – WEEKEND WORK
BETWEEN
KINGSTON REGIONAL HOSPITAL LAUNDRY INCORPORATED
AND
CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2060

The Employer and the Union agree that, if the hours of work at the Regional Laundry are to be amended during the term of this Agreement to cover regular weekend dates, the Union will be notified. Such notification shall occur prior to the implementation and its purpose is to negotiate the hours of work and any premiums which may result.

SIGNED at Kingston, this 24 day of March, 2023.

SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2060

Fred Brown

SIGNED ON BEHALF OF THE
KINGSTON REGIONAL HOSPITAL
LAUNDRY (INCORPORATED)

Paul McAuley

[Signature]

SCHEDULE "B" - STUDENTS COVERED BY ARTICLE 3.01 (B)

1. Students are hired for vacation replacement only, and will only be used after all available part-time employees have been utilized for vacation replacement, except in cases of emergency.
2. Students shall not cause the lay-off of any regular employee.
3. Students are not eligible to the benefits contained under Articles 16 and 19 and shall not receive compensation in lieu of benefits.
4. Students shall receive four percent (4%) of their gross earnings as vacation pay.
5. Students shall be paid one hundred percent (100%) of the start rate for the classification they are working in.
6. A student employee required to work on a Paid Holiday shall be paid for the work performed and two times (2X) their basic rate.

MR/cl:cope491-June 27, 2022

MR/sb:cope 491 – March 24, 2023