

SOURCE	Hosp		
EFF.	91	08	29
TERM.	93	09	28
No. OF EMPLOYEES	136		
NOMBRE D'EMPLOYÉS	ll		

PART-TIME

COLLECTIVE AGREEMENT

between

Sudbury General Hospital
of the Immaculate Heart of Mary

(hereinafter called the "Hospital")

and

CUPE LOCAL 1023

Expires: September 28, 1993

MAR 20 1995

0595505

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ARTICLE 1 - PREAMBLE

1.01 - Preamble

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

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

1.02 - Feminine/Masculine Pronouns

"Wherever the feminine pronoun **is** used in this Agreement, it includes the masculine pronoun and vice versa where the context *so* requires."

ARTICLE 2 - DEFINITIONS

2.01 - Temporary Employee

The following provision will appear in all collective agreements where such temporary employees are in the bargaining unit, replacing any temporary employee provision that existed in the hospital's expiring collective agreement:

"Employees may be hired for a specific term not to exceed six (6) months, to replace an employee who will be on approved leave of absence, absence due to W.C.B. disability, sick leave, long term disability or to perform a special non-recurring task. This term may be extended a further six (6) months on mutual agreement of the Union, employee and Hospital. The period of employment of such persons will not exceed the absentee's leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

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

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

2.02 - Part-Time Commitment

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

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

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

ARTICLE 3 - RELATIONSHIP

3.01 - No Discrimination-

"The parties agree that there shall be no discrimination within the meaning of the Ontario Human Rights Code against any employee by the Union or the Hospital by reason of race, creed, colour, age, sex, marital status, nationality, ancestry or place of origin, family status, handicap, sexual orientation, political affiliation or activity, or place of residence. The Hospital and the Union further agree that there will be no intimidation, discrimination, interference, restraint or 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 his activity or lack of activity in the Union."

ARTICLE 4 - STRIKES & LOCKOUTS

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

ARTICLE 5 - UNION SECURITY

5.01 - T4 Slips

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

5.02 - Notification to Union

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

5.03 - Employee Interview

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

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

5.04 - No Other Agreements

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

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

ARTICLE 6 - UNION REPRESENTATION AND COMMITTEES

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

"The Union agrees that neither it, nor its officers, agents, representatives and members will engage in the solicitation of members, holding of meetings or any other Union activities on Hospital premises or on Hospital time without the prior

approval of the Hospital, except as specifically provided for in this Agreement. Such approval will not be unreasonably denied."

6.02 - Labour-Management Committee

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

An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for a **meeting** hereunder will be made in writing prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of grievance **or** negotiations for the amendment **or** renewal of this agreement.

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

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

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

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

6.03 - Local Bargaining Committee

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

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

6.04 - Central Bargaining Committee

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

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

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

6.05 - Union Stewards

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

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

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

It is agreed that Union stewards have their regular duties and responsibilities to perform for the Hospital and shall not leave their regular duties without first

obtaining permission from their immediate supervisor. If, in the performance of his duties, a Union steward is required to enter an area within the Hospital in which he is not originally employed, he shall report his presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming his regular duties and responsibilities, such steward shall again report to his immediate supervisor. A Union steward shall suffer no **loss** of earnings for time spent in performing the above duties during his regular scheduled working hours.

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

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

6.06 - Grievance Committee

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

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

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

ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE

- 7.01 "For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the agreement including any question as to whether a matter is arbitrable.
- 7.02 At the time formal discipline is imposed or at any stage of the grievance procedure an employee shall have the right upon request to the presence

of his/her steward. In the case of suspension or discharge the Hospital shall notify the employee of this right in advance.

7.03

It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has **no** grievance until he has first given his immediate supervisor the opportunity of adjusting his complaint. Such complaint shall be discussed with his immediate supervisor within nine (9) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee and failing settlement within nine (9) calendar days, it shall then be taken up as a grievance within nine (9) calendar days following advice of his immediate supervisor's decision in the following manner and sequence:

Step No. 1

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

Step No. 2

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

Step No. 3

Within nine (9) calendar days following the decision in Step No. 2, the grievance may be submitted in writing to the Hospital Administrator or his designee. A meeting will then be held between the Hospital Administrator or his designee and the Grievance Committee within nine (9) calendar days of the submission of the grievance at Step No. 3 unless extended by agreement of the parties. It is understood and agreed that a representative of the Canadian Union of Public Employees and the

a

grievor may be present at the meeting. It is further understood that the Hospital Administrator or his designee may have such counsel and assistance as he may desire at such meeting. The decision of the Hospital shall be delivered in writing within nine (9) calendar days following the date of such meeting.

7.04 A complaint or grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 3 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which such employee could himself institute and the regular grievance procedure shall not be thereby bypassed.

7.05 Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing identifying each employee who is grieving to the Department Head or his designee within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

7.06 The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration. A claim by an employee who has completed his probationary period that he has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Hospital at Step No. 3 within seven (7) calendar days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:—

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

Wherever the Hospital deems it necessary to suspend or discharge an employee, the Hospital shall notify the Union of such suspension or

discharge in writing. The Hospital agrees that it will **not** suspend, discharge or otherwise discipline **an** employee who has completed his probationary period, without just cause.

- 7.07 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within eighteen (18) calendar days after the decision under Step No. 3 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within sixteen (16) calendar days after the decision under Step No. 3, it will be deemed to have been received within the time limits.
- 7.08 All agreements reached under the Grievance Procedure between the representatives of the Hospital and the representatives of the Union **will** be final and binding upon the Hospital and the Union and the employees.
- 7.09 When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request **in writing** addressed to the other party to this Agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee, provided, however, that if such party **fails** to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking Arbitration Procedure. The two nominees shall attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of fourteen (14) calendar days, they shall then request the Minister of Labour *for* the Province of Ontario to appoint a chairman.
- 7.10 **No** person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 7.11 No matter may be submitted to arbitration which has not been **properly** carried through all requisite steps of the Grievance Procedure.
- 7.12 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 7.13 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and, where there is no majority

the decision of the chairman will be final and binding upon the parties hereto and the employee or employees concerned.

- 7.14 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairman of the Arbitration Board.
- 7.15 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 44 (6) of The Labour Relations Act.
- 7.16 Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply."

ARTICLE 8 ACCESS TO FILES

8.01 - Access to Personnel File

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

8.02 - Clearing of Record

An employee's disciplinary record shall be cleared after a period of eighteen (18) continuous months of penalty-free conduct. The employee will be notified of such clearance in writing within one month. A copy of such notice will be given to the Secretary of the Union.

ARTICLE 9 - SENIORITY

9.01 - Probationary Period

"A new employee will be considered on probation until he has completed forty-five days (45) of work (or 337.5 hours of work for employees whose regular hours of work are other than the standard work day), within any twelve (12) calendar months. Upon completion of the probationary period he shall be

credited with seniority equal to forty-five (45) working days. With the written consent of the Hospital, the probationary employee and the President of the Local Union or designate, such probationary period may be extended. Any extensions agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration."

9.02 - Definition of Seniority

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

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

9.03 - Loss of Seniority

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

- (a) resigns;
- (b) is discharged and not reinstated through the grievance/arbitration procedure;
- (c) is retired;
- (d) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Hospital of such absence and providing to the Hospital a satisfactory reason;
- (e) has been laid off for twenty-four (24) months;
- (f) if the employee has been laid off and fails to return to work within seven (7) calendar days after that employee has been notified by the Hospital through registered mail addressed to the last address on the records of the Hospital, subject to any special provisions regarding temporary vacancies noted under the heading of Layoff and Recall;

(g) is absent due to illness ~~or~~ disability for a period of thirty (30) calendar months from the time the disability or illness commenced."

9.04 - Job Posting

"Where a permanent vacancy occurs in a classification within the bargaining unit ~~or~~ a new position within the bargaining unit is established by the Hospital, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Applications for such vacancy shall be made in writing within the seven (7) day period referred to herein.

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

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

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

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

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

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

All postings shall contain the following information: Department; Classification; Status; Shift; and Wages Rate; and shall state: "This position open to male and female applicants".

The successful applicant from within the bargaining unit to the job posting shall be appointed to fill the position within fifteen (15) working days following the completion of the seven-day posting.

Where an assignment from one job classification to another or from one department to another exceeds four weeks in duration, the job shall be posted in accordance with the provision of Article 9.04 of this Agreement.

The Hospital when notified by the employee, with verification from the attending physician, that said employee **will** be absent due to illness for a period **longer** than four (4) weeks from date of notification, the position will be posted **and** filled according to Article 9.04.

The provisions of the above two paragraphs of this article shall not **apply** in the case of an employee absent due to maternity, sick leave, vacation, authorized leave of absence, or absent and receiving benefits under the provisions of the Worker's Compensation Act.

9.05 - Transfer and Seniority Outside the Bargaining Unit

"Effective for employees transferred out of the bargaining unit subsequent to November 20, 1985:

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

Note: Employees outside the bargaining unit as of November 20, 1985 will be credited with whatever seniority they held under the collective

agreement expiring September **28, 1984** should they be returned to the bargaining unit subsequent to November **20, 1985**.

9.06 - Transfer of Seniority and Service

"Effective November **20, 1985** and for employees who transfer subsequent to November **20, 1985**:

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

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

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

9.07 - Notice and Redeployment Committee

"(a) Notice

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

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

Note: Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union

provided in (i) above shall be considered notice to the Union of any subsequent layoff.

(b) Redeployment Committee

At each Hospital a Redeployment Committee **will** be established not later than two (2) weeks after the notice referred to in 9.07 and will meet thereafter as frequently as is necessary.

(i) Committee Mandate

The mandate of the Redeployment Committee is to:

- (1) Identify and propose possible alternatives to the proposed layoff(s) or elimination of position(s), including, but not limited to, identifying work which would otherwise be bargaining unit work and is currently work contracted-out by the Hospital which could be performed by bargaining-unit employees who are or would otherwise be laid off;
- (2) Identify vacant positions in the Hospital or positions which are currently filled but which will become vacant within a twelve (12) month period and which are either:
 - (a) within the bargaining unit; ~~or~~
 - (b) within another CUPE bargaining unit; or
 - (c) not covered by a collective agreement.
- (3) identify the retraining needs of workers and facilitate such training for workers who are, or would otherwise be, laid off.
- (4) Subject to article 9.09, the Hospital will award vacant positions to employees who are, or would otherwise be laid off, in order of seniority if, with the benefit of up to six (6) months retraining, an employee has become able to meet the normal requirements of the job.
- (5) Any dispute relating to the foregoing procedures may be filed as a grievance commencing at Step 3.

(ii) Committee Composition

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

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

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

(iii) Disclosure

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

(iv) Alternatives

The Redeployment Committee, or where there is no consensus, the committee members shall propose alternatives to cutbacks in staffing to the Hospital's Chief Executive Officer and to the Board of Directors.

At the time of submitting any plan concerning rationalization of services and involving the elimination **of** any position(s) or any layoff(s) to the District Health Council or to the Ministry of Health,

the Hospital shall provide a copy, together with accompanying documentation, to the Union."

9.08 - Layoff and Recall

"An employee in receipt of notice of layoff pursuant to **9.07(a)(ii)** may:

- (a) accept the layoff; or
- (b) opt to receive a separation allowance as outlined in Article 9.10; ~~or~~
- (c) opt to retire, if eligible under the terms of the Hospitals of Ontario Pension Plan (**HOOPP**) as outlined in Article 18.02; ~~or~~
- (d) displace another employee who has lesser bargaining unit seniority in the same or a lower or an identical-paying classification in the bargaining unit if the employee originally subject to layoff has the ability to meet the normal requirements of the job. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article **9.07**.

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

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

In the event that there are no employees with lesser seniority in the same or a lower or identical-paying classification, as defined in this article, a laid-off employee shall have the right to displace another employee with lesser seniority who is the least senior employee in the classification and where the straight-time hourly rate at the level of service corresponding to that of the employee is within 5% of the laid-off employee's straight-time hourly rate.

An employee who is subject to layoff other than a layoff of a permanent ~~or~~ long-term nature shall have the right to accept the layoff or displace another employee in accordance with (a) and (d) above.

An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided he or she has the ability to perform the

work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not **apply** until the recall process has been complete.

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

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

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

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

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

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

In the event of a layoff of an employee, the Hospital shall pay its share of insured benefits premiums for the duration of the six-month notice period provided for in Article 9.07."

Article 9.09 - Retraining

" Retraining for Positions with the Hospital

Where, with the benefit of retraining of up to six (6) months, an employee who has either accepted the layoff or who is unable to displace any other employee could be redeployed to a hospital position

identified by the Redeployment Committee in accordance with Article 9.07(b)(i):

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

(b) Placement

Upon successful completion of his or her training period, the Hospital and the Union undertake to waive any restrictions which might otherwise apply, and the employee will be placed in the job identified in 9.09(a)(i).

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

(c) Regional Redeployment Committee

A joint committee of the participating hospitals and local unions identified in Appendix "A" shall meet prior to June 30, 1993, and will

establish Regional Redeployment Committees to identify employment opportunities and to facilitate and arrange for the redeployment of laid off **employees**.

Each Hospital **will** provide such Regional Redeployment Committee with the name, address, telephone number, and years of service and seniority of all employees who have been laid off.

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

Article 9.10 - Separation Allowances

- "a) Where an employee resigns within 30 days after receiving notice of layoff pursuant to article 9.07(a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of twelve (12) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand (\$3,000) dollars.
- (b) Where an employee resigns later than 30 days after receiving notice pursuant to Article 9.07(a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250) dollars."

Article 9.11 - Portability of Service

"An employee hired by the Hospital with recent and related experience may claim consideration for such experience at the time of hiring on a form to be supplied by the Hospital. Any such claim shall be accompanied by verification of previous related experience. The Hospital shall then evaluate such experience during the probationary period following hiring. Where in the opinion of the Hospital such experience is determined to be relevant, the employee shall be slotted in that step of the wage progression consistent with one (1) year's service for every one (1) year of related experience in the

classification upon completion of the employee's probationary period. It is understood and agreed that the foregoing shall not constitute a violation of the wage schedule under the collective agreement."

9.12 - Technological Change

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

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

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

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

ARTICLE 10 - CONTRACTING OUT

10.01 - Contracting Out

"The Hospital shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any employees other than casual part-time employees results from such contracting out. Contracting out to an employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off with similar terms and conditions of employment is not a breach of this provision."

10.02 - Contracting In

"Further to Article 9.07(b)(i)(1) the parties agree that the Redeployment Committee will immediately undertake a review of any existing sub-contract work which would otherwise be bargaining unit work and which may be subject to expiry and open for renegotiation within six (6) months with a view to assessing the practicality and cost-effectiveness of having such work performed within the Hospital by members of the bargaining unit."

ARTICLE 11 - WORK OF THE BARGAINING UNIT11.01 - Work of the Bargaining Unit

"Employees not covered by the terms of this Agreement will not perform duties normally assigned to those employees who are covered by this Agreement, except for the purposes of instruction, experimentation, or in emergencies when regular employees are not readily available."

11.02 - Volunteers

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

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

ARTICLE 12 - LEAVES OF ABSENCE12.01 - Personal Leave

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

12.02 - Union Business

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

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

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

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

12.03(a) Full-Time Position with the Union

"Upon application by the Union, in writing, the Hospital shall grant leave of absence, without pay, to an employee elected or appointed to full-time Union office. It is understood that **no** more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties.

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

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

12.03(b) - Leave for OCHU President

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

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

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

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

12.04 - Bereavement Leave

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

12.05 - Jury & Witness Duty

"If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or

is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital, the employee shall not lose regular pay because of such attendance provided that the employee:

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

In addition to the foregoing, where a part-time employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital on his regularly scheduled day off, he shall be paid for all hours actually spent at such hearings at his regular straight time hourly rate subject to (a), (b) and (c) above."

12.06 - Pregnancy Leave

- "(a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (d) Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 18 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The

supplement shall be equivalent to the difference between ninety-three percent (93%) of her normal weekly earnings and the sum of her weekly unemployment insurance benefits and any other earnings. Receipt by the Hospital of the employee's unemployment insurance cheque stubs shall constitute proof that she is in receipt of Unemployment Insurance pregnancy benefits.

The employee's normal 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 plus any wage increase or salary increment that she would be entitled to receive if she were not on pregnancy leave.

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

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

- (e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave on the basis of what the employee's normal regular hours of work would have been.
- (f) The Hospital will continue to pay the percentage in lieu of benefits and its share of pension contributions during the period of pregnancy leave. The Hospital will register those benefits as part of the Supplemental Unemployment Benefit Plan with the Unemployment Insurance Commission.
- (g) Subject to any changes to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay."

12.07 - Parental Leave

- "(a) Parental leaves will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least two (2) weeks in advance of the date of the commencement of such leave and the expected date of return.
- (c) For the purposes of this article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.
- (d) An employee who is an adoptive parent shall advise the Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

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

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

- (e) Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital'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 Unemployment Insurance parental benefits pursuant to Section 18 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit for a period not exceeding ten (10) weeks. That benefit shall be equivalent to the difference between ninety-three percent (93%) of the employee's normal weekly earnings and the sum of his or her weekly unemployment insurance benefits and any other earnings.

Receipt by the Hospital of the employee's unemployment insurance cheque stub will serve as proof that the employee is in receipt of unemployment parental benefits.

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

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

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

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

12.08 - Education Leave

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

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

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

12.09 - Pre-Paid Leave Plan

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

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

other payment schedule as may be agreed upon between the Hospital and the employee.

- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which the employee is participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan. The employee will not be eligible to participate in the disability income plan during the year of the leave.
- (i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Hospital. Deferred salary, plus accrued interest, if any, will be returned to the employee within a reasonable period of time.
- (j) If the employee terminates employment, the deferred salary held by the Hospital plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (k) The Hospital will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. The Hospital will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to the employee within a reasonable period of time.
- (l) The employee will be reinstated to his or her former position unless the position has been discontinued, in which case the employee shall be given a comparable job.
- (m) Final approval for entry into the 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 the appropriate deductions from the employee's pay. Such agreement will include:
 - (i) A statement that the employee is entering the pre-paid leave program in accordance with this Article of the collective agreement.

- (ii) The period of salary deferral and the period for which the leave is requested.
- (iii) The manner in which the deferred salary is to be held.

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

ARTICLE 13 - INJURY & DISABILITY

13.01 Injury Pay

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

13.02 - Payroll Deduction for Union Sponsored LTD Plan

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

ARTICLE 14 - HOURS OF WORK

14.01 - Daily & Weekly Hours of Work

The Hospital does not guarantee to provide employment or work for normal hours or for any other hours.

The hours of work shall be as scheduled by the Hospital. A full shift will be seven and one-half (7.5) hours.

14.02 - Rest Periods

"Part-time employees shall be entitled to a paid rest period of fifteen (15) minutes for each three and three-quarter ($3\frac{3}{4}$) hours of work."

14.03 - Additional Rest Periods

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

ARTICLE 15 - PREMIUM PAYMENT15.01 - Definition of Regular Straight Time Rate of Pay

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

15.02 - Definition of Overtime

- (a) Where an employee is required to work more than seven and one-half (7.5) hours in any one day, he shall be paid for such additional hours of work at the rate of one and one-half times his regular straight time rate of pay. An employee shall not be entitled to overtime unless personally requested by his immediate supervisor.
- (b) Overtime which does not equate to a full hour will be recorded as follows:
- 5 - 15 minutes - fifteen (15) minutes overtime
 - 16 - 30 minutes - thirty (30) minutes overtime
 - 31 - 60 minutes - sixty (60) minutes overtime

15.03 - Overtime Premium and No Pyramiding

"The overtime rate shall be time and one-half (1 1/2) the employee's straight-time hourly rate."

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

15.04 - Time Off in Lieu of Overtime

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

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

15.05 - Reporting Pay

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

15.06 - Call-Back

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

15.07 - Standby

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

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

15.08 - Temporary Transfer

"Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit for a period in excess of one-half (1/2) of a shift, he shall be paid the rate in the higher salary range immediately above his current rate from the commencement of the shift on which he was assigned the job.

Where a Hospital temporarily assigns an employee to carry out the assigned responsibilities of a classification outside the bargaining unit for a period in

excess of one-half (1/2) of one shift, the employee shall receive an allowance of \$4.00 for each shift from the time of the assignment."

15.09 - Shift and Weekend Premium

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

ARTICLE 16 - HOLIDAYS

16.01 - Payment for Working on a Holiday

The following provision will appear in all Part-Time Collective Agreements replacing any provision related to Payment on a Holiday, and will be effective for holidays falling on or after September 20, 1990. The holidays listed in the part-time local Appendix for the purposes of Article 16.01 shall be the same holidays as are listed in the full-time local Appendix.

"If an employee is required to work on any of the holidays set out in the local Appendix the employee shall be paid at the rate of time and one half (1 ½) her straight time hourly rate of pay for all hours worked on such holiday".

16.02 - Payment for Working Overtime on a Holiday

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

ARTICLE 17 - VACATIONS

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

Any provision related to part-time entitlement, qualifiers and calculation of payment that existed in the hospital's expiring collective agreement will be continued in Article 17.01(b) except as amended by the September 29, 1989 improvements in the four, five, and six week entitlement for full-time employees plus the equivalent time off.

In addition, the following provision will appear in **all** collective agreements replacing any provision related to progression on vacation schedule (part-time) that existed in the hospital's expiring collective agreement:

Progression on Vacation Schedule (Part-Time)

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

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

17.02 - Work During Vacation

"Should an employee who has commenced his scheduled vacation and agrees upon request by the Hospital to return to perform work during the vacation period, the employee shall be paid at the rate of one and one-half (1½) times his basic straight time rate for all hours so worked. To replace the originally scheduled days on which such work was performed, the employee will receive one (1) vacation lieu day off for each day on which he has so worked."

ARTICLE 18 - BENEFITS FOR PART-TIME EMPLOYEES

18.01 - Benefits for Part-Time Employees

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

Article 18.02 - Retirement Allowance

"Prior to issuing notice of layoff pursuant to article 9.07(a)(ii) in any classification(s), the Hospital will offer early-retirement allowance to a sufficient number of employees eligible for early retirement under HOOPP within the classification(s) in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to

the number of employees within the classification(s) who would otherwise receive notice of layoff under article 9.07(a)(ii).

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

ARTICLE 19 - COMPENSATION

19.01 - Job Classification

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

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

If the matter is not resolved following the meeting with the Union the matter may be referred to Arbitration as provided in the agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

CLASSIFICATION	PAY EQU. INCREASE JANUARY 1, 1992 (FEMALE JOB CLASSES:)		JAN. 1/92 RATE PLUS 1% CONTRACT FEMALE JOB CLASSES		2% CONTRACT INCREASE SEPT. 29, 1992		PAY EQU. INCREASE JANUARY 1, 1993 FEMALE JOB CLASSES	
	START	1 YEAR	START	1 YEAR	START	1 YEAR	START	1 YEAR
DIETARY AIDE								
HOUSEKEEPING AIDE								
LABORATORY AIDE	13.210	13.626	13.342	13.762	13.608	14.037	13.868	14.297
MESSENGER	13.210	13.626	13.342	13.762	13.608	14.037	13.868	14.297
UNIT AIDE	13.494	14.225	13.628	14.367	13.900	14.654	14.120	14.874
S.P.D. CLERK								
RESPIRATORY AIDE	13.289	13.905	13.421	14.044	13.689	14.324	13.844	14.479
COOK'S HELPER	-	-	-	-	13.089	13.958	-	-
PORTER								
DISHWASHER								
LABOURER								
PAINTER'S HELPER								
PORTER-CLEANER								
STORES CLERK	-	-	-	-	13.557	14.479	-	-
GROUNDKEEPER	13.960	14.855	14.099	15.003	14.380	15.303	14.590	15.513
ASST. MAINT. MECHANIC	-	-	-	-	14.005	14.601	-	-
REG. NURSING ASSIST.	14.613	15.487	14.759	15.641	15.054	15.953	15.254	16.153
OR TECH/INSTRUM. TECH	14.792	15.664	14.939	15.820	15.237	16.136	15.417	16.316
ORDERLY-UNTRAINED	-	-	-	-	14.005	14.601	-	-
ORDERLY-TRAINED	-	-	-	-	14.270	15.171	-	-
MAINT. MECHANIC								
CARPENTER								
CABINET MAKER	-	-	-	-	17.605	17.993	-	-
ELECTRICIAN	-	-	-	-	17.992	18.993	-	-
COOK	14.655	15.526	14.801	15.681	15.097	15.994	15.287	16.184
ASSISTANT CHEF	-	-	-	-	14.948	16.356	-	-
PAINTER	-	-	-	-	16.919	17.473	-	-
AIDE-CASHIER	13.210	13.626	13.342	13.762	13.608	14.037	13.868	14.297
AIDE-O.R.	13.210	13.626	13.342	13.762	13.608	14.037	13.868	14.297
LEAD HAND	-	-	-	-		.54		

see attached

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

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

19.02 - Promotion to a Higher Classification

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

19.03 - Wages and Classification Premiums

See Attached.

19.04 - Progression on the Wage Grid

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

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

ARTICLE 20 - DURATION

20.01 - Term

"This agreement shall be binding and continue in effect and shall continue from year to year unless either party gives written notice to the other party of its desire to bargain for amendments within ninety (90) days prior to the

termination date of September 28, 1993. Upon receipt of such notice by one party or the other, both parties will meet thereafter for the purpose of bargaining."

20.02 - Central Bargaining

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

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

Dated at Audbury, Ontario, this 9th day of February 1995

FOR THE LOCAL UNION

Lynnda Dee
Barbara K. Wilson,
Master
Donna St.
H. Padeys.

FOR THE HOSPITAL

Colleen Ford / Bayce
Ape Marchbank
W. H. Smith
[Signature]
Paula Leonard
Marilyn Johnson

C.U.P.E. PART-TIME AGREEMENT
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C.U.P.E. PART-TIME AGREEMENT
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**PART-TIME
APPENDIX
OF
LOCAL ISSUES**

EXPIRY DATE: Sept. 28, 1993

A **RECOGNITION**

The Hospital recognizes the Union as the sole and exclusive collective bargaining agent of all lay employees of the Sudbury General Hospital of the Immaculate Heart of Mary at Sudbury, who are regularly employed **for not** more than 24 hours per week, save and **except** professional medical staff, graduate nursing staff, undergraduate nurses, graduate pharmacists, undergraduate pharmacists, **graduate** dietitians, student dietitians, technical personnel, supervisor and foreman, persons above the rank of supervisor and foreman, assistant chief engineer, stationary engineers and persons primarily engaged as their helpers employed in the boiler room, office staff, and persons covered **by** subsisting collective agreements.

B **MANAGEMENT RIGHTS**

The Union acknowledges that it is the exclusive right and power of the Hospital, subject to the express terms and provisions of this Collective Agreement.

(a) to discharge employees for just cause, subject to the use of the Grievance Procedure;

(b) to direct the working forces, to hire, promote, demote transfer, lay-off, suspend and discipline employees for just cause;

(c) generally to manage and operate the Hospital in all respects, in accordance with its obligations and without restricting the generality of the foregoing, **to** determine the kinds and locations of machines, equipment to be used, and allocation and number of employees required from time to time, the standards of performance for all employees, and all other matters concerning the Hospital's operations not otherwise specifically dealt with elsewhere in this Agreement;

(d) to maintain order, discipline and efficiency and to make and alter **from time to time**, reasonable rules and regulations to be observed not inconsistent with the provisions of this Agreement.

C-1 **CHECK OFF**

It is agreed that all employees who are eligible to be in the bargaining unit will be required to pay an amount equal to the current monthly Union dues and/or assessments, whether a member or not. The Hospital agrees that deductions shall be made from every pay and forwarded to the Union's choice of bank within three (3) working days following the employees' regular payday.

A list of names and amounts so deducted shall be forwarded to the treasurer of the Union at the same time.

C-2 **NEW EMPLOYEES**

The Hospital agrees to acquaint new employees with the fact that a Union agreement is in effect **and with** the conditions set out in the articles dealing with Union security and dues check-offs.

D-1 STEWARDS

There may be no more than one (1) steward **per** department, except in Nursing where there may be **two** (2).

D-2 EMPLOYEE DISCIPLINE

An employee requiring discipline, shall be notified of his/her discipline **in** writing within nine (9) days following the incident. A copy of the notice shall be sent to the Secretary of **the** Union at the **same time**.

E-1 SENIORITY LIST

The Hospital shall maintain a Seniority List showing the number of hours worked **by each employee. An up- to-date seniority list shall be sent to the Union and** posted on the main bulletin board and in the appropriate departments in April of each year.

E-2 APPLICATION FOR JOB POSTING

Employees will receive a photocopy of their written application for job posting vacancies, which will be dated and initialled by the Employment Services. Applications must be submitted on the standard form.

E-3

The Hospital shall supply the Union, once a month, with a list of all part-time employees including their total hours worked in the previous month.

E-4 LEAD HANDS

All Lead Hand positions which become vacant after the date of ratification shall be posted in accordance **with the** Job Posting procedures of the Collective Agreement. It is understood that the number of Lead Hand positions may be subject to change.

E-5 JOB FACT SHEETS

The appropriate job fact sheet shall be made available to each employee. **If** the duties **of** a position change, these fact sheets shall be updated.

F CONSIDERATION RE FULL TIME VACANCIES

F-1

Consideration for job vacancies will be given equally to full-time and part-time union employees according to the competition clause of the collective agreements (Article 9:04 (p/t)) and 9:05 (f/t)).

F-2

Member of the Negotiating Committee may request a transfer or assignment **to** the day shift during the period of negotiations and such request shall not be unreasonably refused by the Hospital.

G **EQUAL DISTRIBUTION OF SHIFTS**

The Hospital will make every reasonable effort to distribute shifts equally amongst employees in each classification who are available and willing to perform the work.

G-1 **SHIFT SCHEDULES**

While it is the prerogative of the Hospital to prepare shift personnel schedules, the Hospital will make every effort to provide sixteen (16) hours rest between shifts.

G-2 **SPLIT SHIFTS**

The Hospital shall not schedule split shifts.

Definition: The employee shall work the hours **of-his** shift consecutively.

G-3 **POSTING OF SHIFT SCHEDULES**

The shift schedule, including standby, of each employee, showing the shifts and days off work, shall be posted in an appropriate place two (2) weeks in advance of the termination of the posted schedule and cover a period of six (6) weeks. The shift schedule may be changed upon mutual agreement between the Hospital and the Union.

All schedules shall be posted within the department and employees shall have the right to view such schedules. The posted schedule shall be kept updated on a daily basis and shall be considered as the official schedule.

G-4 **MUTUAL SHIFT EXCHANGE**

Employees may be permitted a mutual exchange of shifts provided that the exchange meets the approval of the immediate supervisor and/or designee, and that notification of such exchange is given in writing at least twenty-four (24) hours in advance, **unless** such notice is impossible.

G-5 **BOOKING OFF SHIFT**

An employee shall notify his/her immediate Supervisor and/or designee of any absence as soon as possible.

G-6 **LATE REPORTING**

Employees who report late for work will be penalized in accordance with the following schedule: 5 - 15 minutes - Fifteen (15) minutes penalty 16 - 30 minutes - Thirty (30) minutes penalty 31 - 60 minutes - Sixty (60) minutes penalty

G-7

LUNCH BREAKS

No employee shall work longer than five (5) consecutive hours without an eating period.

An employee who is required to work in excess of 3 hours upon immediate completion of his/her regularly scheduled shift, shall be provided with a meal or meal ticket. The value of the meal ticket shall be \$5.00.

G-8

PAID REST PERIOD

Rest periods will be in an area made available by the Hospital.

H-1

PAID HOLIDAYS

The following Paid Holidays are recognized by the Hospital:

- | | |
|---|-----------------------|
| -New Year's Day | -August Civic Holiday |
| -2nd Monday in February OR
Heritage Day (if so proclaimed) | -Labour Day |
| -Good Friday | -Thanksgiving Day |
| -Easter Monday | -Christmas Day |
| -Victoria Day | -Boxing Day |
| -Friday prior to Victoria Day | |
| -Dominion Day | |

H-2

Part-time employees will be required to work a minimum of three (3) shifts at either Christmas or New Year's, if needed.

H-3

Should the Hospital be required to observe an additional Paid Holiday as a result of legislation, it is understood that one of the existing holidays recognized by the Hospital shall be established as the legislated holiday after discussion with the Union, so that the Hospital's obligation to provide the number of paid holidays as noted above remains unchanged.

I-1

VACATIONS

Vacation requests for the periods of June, July and August shall be submitted by March 31st in any given year. All other requests shall be submitted at least six (6) weeks in advance, unless circumstances beyond the control of the employee are encountered. Preference in scheduling of vacations shall be based on seniority. Vacation schedules shall be posted by April 30th for the above-mentioned prime vacation time. Such requests shall be submitted on a standard form.

I-2 VACATION PROGRESSION

Subject to Article 17.00 - Vacations, part-time employees are to receive "time off" as well as pay, according to the following formula:

	<u>Percentage</u>	<u>Time Off</u>
less than two (2) years	- 4%	2 weeks
more than two (2) years but less than five (5) years	- 6%	3 weeks
more than five (5) years but less than fifteen (15) years	- 8%	4 weeks
Fifteen (15) or more years	- 10%	5 weeks
25 years or more	- 12%	6 weeks

J-1 HEALTH EXAMINATIONS

When required by the administration, the employees will submit to a physical examination, stool examination and/or culture, including laboratory tests, X-rays, inoculations and vaccinations; it being understood that the expense of such shall be borne by the Hospital, and without limiting the generality of the foregoing, the employees agree to any examination required from time to time by the Public Hospitals Act, R.S.O. 1982, Section 865 and Amendments thereof and/or regulations thereto.

J-2

No deductions will be made from the pay of an employee for the first hour of absence from work which the employee may request in order to keep an appointment for a physical examination required by the Hospital. Each case exceeding the time limit currently agreed to will be assessed on an individual basis.

J-3 UNIFORMS

The Hospital agrees to maintain its present policy with regard to laundering and supplying uniforms to members of its staff, that is: Dietary, Linen, Housekeeping, Maintenance, Orderlies and S.P.D.

J-4 BULLETIN BOARDS

The Hospital will provide a bulletin board for the use of the Union. Bulletin boards located in the change rooms may also be utilized by the Union. The Union will notify the Director of Personnel Services, in writing, the name of the employee responsible for the bulletin boards.

J-5 PROTECTIVE FOOTWEAR

The Hospital will require employees working in the following departments to wear appropriate safety footwear:

- 1) Plant Maintenance (all classifications)
- 2) Materials Management (Stores Clerks, Linen Porters)
- 3) Housekeeping (Porters)
- 4) Food Services (Store Room Porter, Dish Room Porter)

J-6 UNION LEAVE DAYS

Leave for Union Business may be granted for more than twice per calendar year per employee, provided that the aggregate days leave in any one calendar year **for** any individual employee does not exceed twenty-eight (**28**) days. Union executives will be granted a total of fifty (**50**) days leave per calendar year per employee.

J-7 UNION COMMITTEES (Negotiating, Grievance and Labour-
Management Committee)

These committees will consist of not more than four (4) members, of which one (1) must be from the Part-time Bargaining Unit.

J-8 WORKERS' COMPENSATION

Upon receiving notification from the Workers' Compensation Board of the essential duties or alternative suitable work notice, the Hospital agrees to inform the Union, and agrees that the Union shall be informed of meetings held with the Hospital and/or the injured worker and/or the Workers' Compensation Board relating to their return to work. Prior notice shall be given to the Union, **so** that the Union may have a representative attend such meetings, with pay and without loss of seniority, provided they are scheduled to work.

The parties agree to meet on request to discuss the feasibility of adjusting work schedules to allow for Physician ordered treatment of work-related injuries.

J-9 HEALTH and SAFETY

- (a) The Hospital and the Union agree that they mutually desire to maintain standards of safety and health in the hospital in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention Health & Safety Committee at least one representative selected or appointed by the Union from amongst bargaining unit employees.
- (c) **Such** Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- (d) The Hospital agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfill its function.

- (e) Meetings shall be held every second 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) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one (1) calendar year from the date of appointment which may be renewed for further periods of one (1) year. Time off for such representative(s) to attend meetings of the Accident Prevention - Health and Safety Committee in accordance with the foregoing shall be granted and time so spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at his regular or premium rate as may be applicable.
- (g) The Union agrees to endeavour to obtain the full cooperation 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 a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before the commencement of the maternity leave referred to in Article 12.06.
- (i) Where the Hospital identifies high risk areas where employees are exposed to Hepatitis B, the Hospital will provide, at no cost to the employees, a Hepatitis B vaccine.

The Hospital and the Union recognize their joint responsibility to provide a Joint Occupational Health and Safety Program in accordance with applicable provincial legislation.

Therefore, the Hospital and the Union agree that a Joint Occupational Health and Safety Committee will be maintained and that representation from all hospital groups will participate with equal representation from workers and management.

The parties further agree that the composition, mandate, operation, structure and terms of the committee shall be jointly agreed upon by all parties.

In the event that the Health and Safety Committee member selected for certification is not a CUPE member, the hospital acknowledges that the Local Union may provide for this training for its worker representative.

The hospital agrees to recognize such CUPE member or members as "Certified Workers" provided the training is in accordance with the applicable government regulations.

J-10 RNA SKILLS

The hospital agrees to support and encourage all RNA's in the utilization of authorized nursing skills as determined by the College of Nurses of Ontario, the regulatory body for nursing in Ontario and the department of Nursing of this hospital.

The hospital further agrees to provide the necessary training that is required to achieve competency in authorized skills beyond the basic level, for those RNA's who work in the clinical areas where these skills are deemed necessary for the RNA staff.

K RECOGNIZED DEPARTMENTS

K-1

For the purpose of this Agreement, the following departments shall be recognized:

- | | |
|--|-----------------------|
| 1) Nursing | 3) Housekeeping (Lab) |
| 2) Material Management
(S.P.D., Linen and Stores) | 4) Food Services |
| | 5) Plant Maintenance |

K-2 PAYMENT - UNION BUSINESS

It is agreed that when CUPE employees (either full-time or part-time) are absent from the Hospital on authorized Union business, that such leave shall be with pay and benefits. It is also agreed that the Union shall reimburse the Hospital for receipt of such pay and benefits. Benefits will be calculated at 20%.

K-3 RETURN TO WORK FROM ILLNESS

All employees are to report to the Health Office on the day they return to work from an illness. The Health Office is open Monday to Friday. Employees who return to work on a Saturday or Sunday will report to the Health Office on the following Monday or the next scheduled day shift. It is understood that such reporting shall occur on the Hospital's time.

L-1 LOCAL MATTERS

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

L-2

Any mutually agreed changes to this Collective Agreement shall form part of this Agreement.

Dated at Sudbury, Ontario this 9th day of February 1995.

FOR THE LOCAL UNION

J.A. Padeys
Rynda Gee
Spidey Peoples
Wartch
David B. H.

FOR THE HOSPITAL

Colleen G. - Baye
Michelle Leonard
Dave Marchbank
Miss T. [unclear]
[Signature]
Marilyn J. [unclear]

LETTER OF INTENT

between

SUDBURY GENERAL HOSPITAL OF
THE IMMACULATE HEART OF MARY

and

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1023 - C.L.C.

The parties agree that the following issues are proper items for discussion in labour-management meetings:

1. Job Training [orientation pay];
 2. Week-end scheduling;
 3. Shift rotation;
 4. Bumping procedure;
 5. Colour and Style of uniforms;
 6. Change of Health Care Benefit Carriers; and
- any other items of mutual interest to the parties.

SIGNED AT SUDBURY, ONTARIO, THIS 9th DAY OF February 1995.

FOR THE HOSPITAL

Colleen Gordon-Bryce
Depe Marchbank.
Mare T. Givwood.
[Signature]
Paula Lecount
Marilyn Jessome

FOR THE UNION

[Signature]
[Signature]
[Signature]
[Signature]
A. Pedrup.

LETTER OF INTENT

between

SUDBURY GENERAL HOSPITAL OF
THE IMMACULATE HEART OF MARY

and

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1023 - C.L.C.

The hospital agrees to provide the Union with a list of names and addresses of all F.T. and P.T. employees in the two bargaining units within 30 days of this agreement being ratified. Every April 1st for the duration of this contract a new list will be given to the union.

If the technical hardware and software as purchased by the hospital is able to produce such list of names and addresses, then **this** letter of intent shall form an integral part of this Collective Agreement as an Article prior to commencing negotiations for the renewal of this Collective Agreement.

SIGNED AT SUDBURY, ONTARIO THIS 9th DAY February OF 1995.

ON BEHALF OF THE UNION:

J.A. Peduzzi
Lynnda Deen
Bridget Kuzlich
Walter
Dennis

ON BEHALF OF THE HOSPITAL:

Colleen Jody Bryce
Genevieve Gervais
Doreen Marchbank
Maria Fignett
Marilyn Gosme

19.03 WAGES AND CLASSIFICATION

CLASSIFICATION	PAY EQU. INCREASE JANUARY 1, 1992 (FEMALE JOB CLASSES)		JAN. 1/92 RATE PLUS 1% CONTRACT FEMALE JOB CLASSES		2% CONTRACT INCREASE SEPT. 29, 1992		PAY EQU. INCREASE JANUARY 1, 1993 FEMALE JOB CLASSES	
	START	1 YEAR	START	1 YEAR	START	1 YEAR	START	1 YEAR
DIETARY AIDE HOUSEKEEPING AIDE LABORATORY AIDE	13.210	13.626	13.342	13.762	13.608	14.037	13.557	14.297
LINEN AIDE MESSENGER	13.210	13.626	13.342	13.762	13.608	14.037	13.557	14.297
UNIT AIDE	13.494	14.225	13.628	14.367	13.900	14.654	14.120	14.874
S.P.D. CLERK RESPIRATORY AIDE	13.289	13.905	13.421	14.044	13.689	14.324	13.844	14.479
COOK'S HELPER	-	-	-	-	13.089	13.958	-	-
PORTER DISHWASHER LABOURER PAINTER'S HELPER PORTER-CLEANER STORES CLERK	-	-	-	-	13.557	14.479	-	-
GROUNDKEEPER ASST.MAINT.MECHANIC	13.960	14.855	14.099	15.003	14.380 14.005	15.303 14.601	14.590 -	15.513 -
REG.NURSING ASSIST.	14.613	15.487	14.759	15.641	15.054	15.953	15.254	16.153
OR TECH/INSTRUM.TECH	14.792	15.664	14.939	15.820	15.237	16.136	15.417	16.316
ORDERLY-UNTRAINED ORDERLY-TRAINED	-	-	-	-	14.005 14.270	14.601 15.171	-	-
MAINT.MECHANIC CARPENTER CABINET MAKER	-	-	-	-	17.605	17.993	-	-
ELECTRICIAN	-	-	-	-	17.992	18.993	-	-
COOK	14.655	15.526	14.801					16.184
ASSISTANT CHEF	-	-	-	-				-
PAINTER								
AIDE-CASHIER	13.210	13.626	13.342	13.762	13.608	14.037	13.557	14.297
AIDE-O.R.	13.210	13.626	13.342	13.762	13.608	14.037	13.557	14.297
LEAD HAND				-		.54		