

SOURCE	Hospital		
EFF.	91	09	29
TERM.	93	09	28
No. OF EMPLOYEES	67		
NOMBRE D'EMPLOYÉS	67		

**PART-TIME**

**COLLECTIVE AGREEMENT**

between

**SUDBURY MEMORIAL HOSPITAL**

(hereinafter called the "Hospital")

and

**CUPE LOCAL 161**

(hereinafter called "the Union")

**Expires: September 28, 1993**

DEC 8 1994

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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

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 basis solely for the purpose of utilizing casual employees so as to restrict the numbers of regular part-time employees.

2.03 Regular Part-time Employee

Regular part-time employees shall mean those employees who make a written commitment to the Hospital to be available on a predetermined basis as required by the Hospital and in accordance with a predetermined schedule.

2.04 Casual Part-time Employees

Casual part-time employees shall mean those employees who are employed on a relief or replacement basis and are available for call-ins as circumstances demand.

ARTICLE 3 - RELATIONSHIP

3.01 \_\_\_\_\_

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

4.01 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 Negotiating 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 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 will be cleared after a period of two (2) calendar years of penalty-free conduct.

## 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.

Each posting will contain the Department, job title, **shift(s)** involved and rate of **pay**. Applicants may apply in writing to the Personnel Office. Where there are no successful applicants an employee may be hired from outside the bargaining unit. The Employer shall have the right to fill any job opening on a **temporary** basis.

For clarification it is understood that both full-time and part-time employees **may apply** for vacancies in either bargaining unit and appointment shall be made of the senior applicant able to meet the normal requirements of the job regardless of the bargaining unit from which the individual comes.

#### 9.05

##### Transfer and Seniority Outside the Bargaining Unit

Effective for employees transferred out of the bargaining unit subsequent to July 18, 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 July 18, 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 July 18, 1985.

#### 9.06 Transfer of Seniority and Service

Effective July 18, 1985 and for employees who transfer subsequent to July 18, 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.

## 9.09

### Retraining

#### (a) Retraining for Positions Within 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.

**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.

#### 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 OUT10.01 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 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 Employer does not guarantee to provide employment or work for normal hours or for any other hours.

The hours of work will be as scheduled by the Hospital. It is understood that meal periods shall be uninterrupted and without pay.

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 (33/41) hours of work.

14.03 Additional Rest Periods

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

ARTICLE 15 - PREMIUM PAYMENT

15.01 Definition of Regular Straight Time Rate of Pay

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

15.02 Definition of Overtime

All hours worked in excess of seven and one-half (7½) hours per day or **seventy-five (75)** hours in a two (2) week period shall be paid at the rate of time and one-half (1½) the employee's hourly rate, provided, however, that time necessary to finish the assigned work on an irregular basis shall be deemed "tag end" and shall not be counted as overtime. "Tag end" is defined as the time necessary on an irregular basis to finish an assigned task which cannot reasonably be completed by another employee.



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

T

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 1/2) her straight time hourly rate of pay for all hours worked on such holiday.

**16.02**      Payment for Working Overtime on a Holiday

Where an employee is required to work authorized overtime in excess of his regularly scheduled hours on a paid holiday, such employee shall receive twice 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.

- (a) An employee **who** has completed one (1) year but less than two (2) years of continuous service shall be entitled to two (2) weeks of annual vacation.

An employee who has completed two (2) years but less than five (5) years of continuous service shall be entitled to three (3) weeks annual vacation.

An employee who has completed five (5) years but less than fifteen (15) years of continuous service shall be entitled to four (4) weeks of annual vacation.

An employee who has completed fifteen (15) years but less than twenty-five (25) years of continuous service shall be entitled to five (5) weeks annual vacation.

An employee who has completed twenty-five (25) years or more of continuous service shall be entitled to six (6) weeks of annual vacation.

- (b) Vacation pay shall be paid each pay period.

The vacation pay progression is as follows:

One (1) year less	-	4% of gross earnings
than two (2) years		

Two (2) years less than five (5) years	-	6% of gross earnings
Five (5) years less than fifteen (15) years	-	8% of gross earnings
Fifteen (15) years less than twenty-five (25) years	-	10% of gross earnings
Twenty-five (25) years or more	-	12% of gross earnings

#### 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.

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.

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

The wage rates in effect for the duration of this Collective Agreement shall be **as set forth in** Schedule "A" **attached to** and forming part of this **Collective Agreement**.

**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 Sudbury , Ontario this 6<sup>th</sup> day of December 1994.

FOR THE LOCAL UNION

*Ray R. Tolson*

*Marion Felgus*

*Quinn Ede*

FOR THE HOSPITAL

*W. Quinn Ede*  
*Lloyd ...*

# SCHEDULE "A" CUPE SHOWING PAY EQUITY

**FULL-TIME AND PART-TIME  
EFFECTIVE SEPTEMBER 29, 1991**

<u>CLASSIFICATION</u>	<u>EFFECTIVE DATE</u>	<u>START</u>	<u>AFTER 1YEAR 1725 HOURS</u>	<u>AFTER 2 YEARS 3450 HOURS</u>
<b><u>LINEN AIDE</u></b>	01/01/91	12.57	12.80	13.00
	29/09/91	12.69 (.12)	12.92 (.12)	13.13 (.13)
Pay Equity .21	01/01/91	12.90	13.13	13.34
	29/09/92	13.15 (.25)	13.38 (.25)	13.60 (.26)
Pay Equity .17	01/01/93	13.32	13.55	13.77
Special Adjustment For Comparator:	01/01/93	13.32	13.55	13.78 (.01)
<b><u>HOUSEKEEPING AIDE</u></b>	Ow1191	12.57	12.80	13.00
	29/09/91	12.69 (.12)	12.92 (.12)	13.13 (.13)
Pay Equity .21	01/01/92	12.90	13.13	13.34
	29/02/92	13.15 (.25)	13.38 (.25)	13.60 (.26)
Pay Equity .23	01/01/93	13.38	13.61	13.83
Pay Equity .25	01/01/94	13.63	13.86	14.08
<b><u>DIETARY AIDE</u></b>	01/01/91	12.57	12.80	13.00
	29/09/91	12.69 (.12)	12.92 (.12)	13.13 (.13)
Pay Equity .21	Ow1192	12.90	13.13	13.34
	29/09/92	13.15 (.25)	13.38 (.25)	13.60 (.26)
Pay Equity .23	01/01/93	13.38	13.61	13.83
Pay Equity .25	01/01/94	13.63	13.86	14.08
<b><u>S.P.D. AIDE</u></b>	01/01/91	12.57	12.99	13.43
	29/09/91	12.69 (.12)	13.12 (.13)	13.56 (.13)
Pay Equity .21	01/01/92	12.90	13.33	13.77
	29/09/92	13.15 (.25)	13.58 (.25)	14.03 (.26)
Pay Equity .23	01/01/93	13.38	13.81	14.26
Special Adjustment for Comparator:	01/01/94	13.78	14.14	14.48 (.22)
<b><u>NON REGISTERED NURSING ASST.</u></b>	29/09/90	12.68	13.04	13.25
	29/09/91	12.81	13.17	13.38
	29/09/92	13.07	13.43	13.65
<b><u>COOK I</u></b>	01/01/91	13.14	13.41	13.75
	29/09/91	13.27 (.13)	13.54 (.13)	13.88 (.13)
Pay Equity .21	01/01/92	13.48	13.75	14.09
	29/09/92	13.74 (.26)	14.01 (.26)	14.36 (.27)
Pay Equity .10	01/01/93	13.78 (.04)	14.11	14.46
Special Adjustment For Comparator:	01/01/93	13.78	14.14 (.03)	14.48 (.02)



CLASSIFICATION	EFFECTIVE DATE	START	AFTER 1 YE — 1725 HOURS	AFTER 2 YEARS 3450 HOURS	
<u>JANITOR/PORTER</u>	29/09/90	13.38	13.72	14.06	
	29/09/91	13.51	13.86	14.20	
	29/09/92	13.78	14.14	14.48	
<u>COOK II</u>	01/01/91	13.89	14.24	14.58	
	29/09/91	14.03 (.14)	14.38 (.14)	14.72 (.14)	
	Pay Equity .21	01/01/92	14.24	14.59	14.93
	29/09/92	14.51 (.27)	14.87 (.28)	15.22 (.29)	
	Pay Equity .23	01/01/93	14.74	15.10	15.45
Pay Equity .25	01/01/94	14.99	15.35	15.70	
<u>REG. NURSING ASST.</u>	01/01/91	14.24	14.65	15.09	
	29/09/91	14.38 (.14)	14.79 (.14)	15.24 (.15)	
	Pay Equity .21	01/01/92	14.59	15.00	15.45
	29/09/92	14.87 (.28)	15.29 (.29)	15.75 (.30)	
	Pay Equity .23	01/01/93	15.10	15.52	15.98
Pay Equity .25	01/01/94	15.35	15.77	16.23	
<u>ORDERLY</u>	29/09/90	14.09	14.42	14.72	
	29/09/91	14.23	14.56	14.87	
	29/09/92	14.51	14.85	15.17	
<u>MAINTENANCE I</u>	29/09/90	14.67	14.93	15.29	
	29/09/91	14.82	15.08	15.44	
	29/09/92	15.12	15.38	15.75	
<u>MAINTENANCE II</u>	29/09/90	15.70	16.11	16.51	
	29/09/91	15.86	16.27	16.68	
	29/09/92	16.18	16.60	17.01	
<u>MAINTENANCE III</u>	29/09/90	17.72	18.16	18.63	
	29/09/91	17.90	18.34	18.82	
	29/09/92	18.26	18.71	19.20	

## LOCAL ISSUES

### **A. RECOGNITION**

- A - 1** The Employer recognizes the Union as the sole collective bargaining agent for **all** employees of **Sudbury Memorial Hospital** at its Hospital **at Sudbury**, Ontario, who are regularly employed for not more than twenty-four (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, supervisors and foremen, persons above the rank **of** supervisors or foremen, chief engineer, office and clerical staff, students employed during the school vacation period and those covered **by** subsisting Collective Agreements.

### **B. MANAGEMENT RIGHTS**

- B - 1** The Union acknowledges that it is the exclusive right and power of the **Employer:**
- 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 or otherwise 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 of all employees and all other matters concerning the Hospital's operation 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 rules and regulations to be observed not inconsistent with the provisions of this Agreement.

C. UNION DUES

C - 1 Check-off

The Employer will during the life of this Agreement deduct from each **pay** cheque due to each employee in each calendar month, amounts of **union** dues and assessments. Such deductions shall be forwarded to the bank of the Union's choice within ten **(10)** working days after the employees final pay that month. The Employer shall provide the Union each month with a list of the additions and deletions from the dues **check-off** list. This list will include anticipated retirements in the following **month**.

C - 2 **All** part-time employees, whether a member or not, after completing their probationary period, shall be required to pay an amount equal to the current monthly dues, as long as the Union is the recognized bargaining agent.

C - 3 It is agreed that upon commencement of employment, new employees will be advised by a representative of the Personnel Department of the Employer of the existence of the Union and the conditions surrounding their employment as contained in the herein Collective Agreement and any rules that may be formulated under its terms.

C - 4 **It** is expressly agreed by the Union that, because of these privileges of interview granted in this clause, there shall be **no** solicitation for membership at any other time, nor collection of dues at any other time on the premises of the Employer.

C - 5 The Employer shall deduct union dues in the amount specified by the Union in writing. Changes in union dues shall take effect in the month following the month the Employer received written notice of the change in union dues.

D. UNION REPRESENTATION AND COMMITTEES

D - 1 Stewards

There may be no more than two **(2)** Stewards per Department with the exception of Plant Maintenance which **will** have **one (1)** Steward. An employee may **be** represented by either a full-time or part-time employee who is a Steward. Each Steward shall deal with matters concerning employees in the Department which **he** represents, except in cases of

emergency, where he may represent employees in other **Departments** in the absence of the Department's **Steward(s)**. There may be **one (1)** Chief Steward selected from any department. Such appointment **will not** effect the allotment of Stewards from that Department.

**D - 2**      Local Bargaining Committee

The Employer acknowledges the right of the Union to **appoint or** otherwise select a local bargaining committee of not more than **six (6)** employees (from either the full-time or part-time bargaining units) and **will** recognize and deal with the said committee. There shall be no more than two (2) local bargaining committee members from each department **with** the exception of the Materiel Management and the Plant Maintenance Departments where there shall be no more than one (1) member **from** each department. Payment for time spent at such meetings shall be limited to five (5) members only.

**D - 3**      Grievance Committee

The Employer acknowledges the right of the Union to appoint **or** otherwise select a Grievance Committee of five **(5)** members from amongst the stewards, two (2) of whom may be part-time employees, provided that not more than three **(3)** members shall attend any joint meeting of the parties.

**D - 4**      Union Protocol

Union Stewards and members of the Committee must obtain permission from their immediate supervisors before absenting themselves from their immediate place of duty in order to deal with grievances or other Union business connected with this Agreement. Such persons **shall** not be unreasonably refused having regard to the efficiency of operations of the Hospital.

**D - 5**      Labour Management Committee

The parties hereby agree to appoint a Labour Management Committee consisting of three **(3)** employees appointed by the Union, one **(1)** of whom may be a part-time employee, and three **(3)** members appointed by the Employer.

**D - 6**      List of Union Representatives

The Union agrees to notify the Employer in writing of the names of its Local Officers, Stewards, Chief Steward **and** Committee members' and only thus named shall be recognized by the **Employer**.

D - 7

Union Business

- (a) It is understood that the leaves of absence for any one **employee** shall not exceed four (4) weeks in any one (1) calendar year. When leave of absence is requested, it is understood that the Union will not request leave of absence for more than three (3) employees at one time and the Union shall be responsible for the payment of wages during the time of absence.
- (b) Upon notification to the Employer, and employee elected **or** appointed to represent the Union at union functions shall be allowed leave of absence with pay and benefits. The Union shall reimburse the Employer for receipt of such pay and benefits. The Union undertakes to give the Employer as much notice as possible prior to such leave being taken.
- (c) In the event that an employee of the Hospital is elected President of Local **161**, he or she shall be granted leave of absence **for** union business without loss of pay **or** benefits. The Union shall reimburse the Hospital for such pay and benefits. The Union shall give the Hospital three (3) days' notice of such leave where reasonably practicable.

E.

SENIORITY

E - 1

Seniority List

The Employer **shall** maintain a seniority list showing the regular hours worked in this bargaining unit for each part-time employee. An up-to-date seniority list shall be sent to the Union and posted on the bulletin board in January **of** each year.

In addition, the Hospital will prepare and post a revised copy of the January seniority list to include hours worked from January **1** to June **30** (for the **P.T.** seniority list), as well as the additions and deletions of members. A copy of this revised seniority list will be sent to the Union. It is understood that seniority lists which are posted will be deemed to be correct and **no** further changes will be made to them six (**6**) months after posting.

Departmental seniority lists will be permanently posted in each department.

**F. SCHEDULING****F - 1 Shift Schedules**

While it is the prerogative of the Employer to prepare shift **personnel** schedules, the Employer will make every reasonable effort to minimize the incidences of short changes, that is, eight (8) hours **rest between** shifts. The Employer undertakes wherever possible to post **schedules a minimum** of two (2) weeks in advance and which will cover a period of at least twelve (12) weeks. Wherever there is a change in **the posted** shift schedule an employee must be notified within twenty-four (24) hours prior to the **commencement** of such shift.

**F - 2 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.

It is understood that when casual shifts are required to be filled, **all** regular part-time employees within the department **will be called prior to** casual employees being called.

**F - 3 Trading Off**

Employees shall be allowed the trading off of days off or of shifts with another employee of their own classification, subject to the approval of their immediate supervisor. Such mutual exchanges will not require the Hospital to pay overtime rate of pay.

**G.****G - 1 Distribution of Overtime**

The Hospital will, whenever possible, equitably distribute overtime **to** employees within the department, who are qualified, willing and already at work when the need for overtime is identified by the immediate supervisor.

**G - 2 Meal Tickets**

An employee who is required to work in excess of two (2) hours beyond the end of his regularly scheduled full shift shall be provided with a meal. Where a meal is not provided, a meal ticket will be provided which may be cashed in **for** four dollars (\$4.00).

**G - 3**      Time Off After Overtime Shift

Employees who work overtime which results in less than eight **(8) hours** rest after the completion of their overtime period and the commencement of their next regular shift, may be required to take time off to enable them to have a **full** eight (8) hour rest period between such **overtime** period and commencement of work on their regular shift.

**G - 4**      Transportation Allowance

The Hospital **will** pay Registered Nursing Assistants working in the Operating Room a transportation allowance of two dollars **(\$2.00) per** trip or twenty-three **(23¢)** cents **per** kilometre, whichever is requested, when reporting for callbacks.

**H.**      LATE REPORTING

**H - 1**      Employees who report late for work will be **penalized** in accordance with the following schedule:

5 to 15 minutes	-	15 minutes penalty
16 to 30 minutes	-	30 minutes penalty
31 to 60 minutes	-	60 minutes penalty

**I.**      HOLIDAYS**I - 1**      Recognized Holidays

New Year's Day	August Civic <b>Holiday</b>
2nd Monday in February (or Heritage Day if so proclaimed)	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
<b>Boxing Day</b>	Victoria Day
<b>Dominion Day</b>	<b>Friday Before Victoria Day</b>

J. BULLETIN BOARDS

J - 1 The Employer shall provide a bulletin board upon which the Union shall have the right to post notices of meetings and such other notices as **may** be of interest to the employees provided that such notices are **first** submitted to the Director of Personnel Services or his designee for his approval before posting.

K. LEAVE OF ABSENCE

K - 1 Effect of Absence

For regular part-time employees, it is understood that during an approved unpaid leave of absence not exceeding thirty (30) continuous days or **any** approved absence paid by the Hospital, both seniority and service **will** accrue.

During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increments, vacation, sick leave, or any other benefit under any provision of the **Collective** Agreement or elsewhere, shall be suspended; the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly.

It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotions, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision, seniority shall accrue during maternity leave or for a period of eighteen (18) months if an employee's absence is due to disability resulting in W.C.B. benefits.

L. GENERAL

L - 1 Disciplinary Procedures

An employee, when disciplined, shall be notified **in** writing within **five (5)** days of the action or penalty. A copy of the notice shall be sent to the Secretary of the Union when **such** discipline involves a monetary penalty to the employee, along with a **copy** of any recent disciplinary correspondence on the same subject.



L - 2      Annual Evaluations

Employees shall be given written copies of the annual evaluations, **if** requested.

L - 3      Health Examinations

When required by the Employer, the employees will submit to a physical examination, stool examination and/or culture, including laboratory tests, x-rays, inoculations and vaccinations by a physician of **his/her** choice; it being understood that the expense of such shall be borne by the Employer and without limiting the generality of the foregoing, the employees agree to submit to any examination required from time to time by the Public Hospitals Act, R.S.O. 1982 Ch. 865 and amendments thereof and/or regulations thereto.

L - 4      Uniforms

The Employer agrees to maintain its present policy with regard to laundering and supplying uniforms to members of the staff, that is, Housekeeping, Dietary, Maintenance and Materiel Management including Registered Nursing Assistants.

L - 5      The Hospital will provide the Union with a list of addresses of **all** employees in the bargaining unit on April 1st of each year.

L - 6      The Hospital **will** supply the Union once a month with a list of **all** part-time employees, including their total hours worked in the previous month.

**M.      BOOKING OFF SHIFTS FOR \_\_\_\_\_; SS OR EMERGENCY**

M - 1      Employees shall give the Hospital notice of their need to be absent due to illness or an emergency as soon as it is possible to do so.

**N.      HEALTH & SAFETY**

N - 1      Health & Safety Committee

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

- (b) Recognizing its responsibilities under the applicable **legislation**, the Hospital agrees to accept **as a** member of its Accident Prevention Health & Safety **Committee** at least one (1) 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 fulfil its functions.
- (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 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.

LETTER OF UNDERSTANDING

between

SUDBURY MEMORIAL HOSPITAL

and

CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 161

Re: Uniforms, Registered Nursing Assistants

The Hospital's policy with regard to supplying uniforms to Registered Nursing Assistants will be to supply a **\$60.00** voucher redeemable at Uniform Fashion **Shop, 1942** Regent Street South.

In full and complete settlement of the above Issue the Hospital and the Union agree to the following:

1. The Hospital will make available, as soon as possible after signing of this Agreement, a purchase voucher to each R.N.A. who was on staff as of **9** February **1989**.
2. In **1990** and subsequent years R.N.A.'s on staff as of **1** January of each year will receive an additional voucher as described above.
3. It is understood **that the above does not** apply to R.N.A.'s currently supplied with uniforms by the Hospital (e.g. O.R.).

SIGNED AT Sudbury, Ontario this *6<sup>th</sup>* day of *December*, 1994.

FOR THE UNION:

*Roy A. Tolson*  
*Marion Fitzgerald*

*Dennis D. Ke*

FOR THE HOSPITAL:

*David W. ...*  
*Marion E. Seave*

LETTER OF UNDERSTANDING

between

SUDBURY MEMORIAL HOSPITAL

and

CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 161

In the event that the Health and Safety Committee member selected for certification is not a C.U.P.E. member, the Hospital acknowledges that the Local Union may provide *for* this training for its worker representative.

The Hospital agrees to recognize such C.U.P.E. member or members as "Certified Workers" provided the training is in accordance with the applicable Government Regulations.

SIGNED AT Sudbury, Ontario this *6<sup>th</sup>* day of *December*, 1994.

FOR THE UNION:

*Ray R. Tolson*  
*James Fitzgerald*  
  
*Dennis Zhe*

FOR THE HOSPITAL:

*Royd Ann*  
*Marion E. Seale*

LETTER OF UNDERSTANDING

between

SUDBURY MEMORIAL HOSPITAL

and

CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 161

Re: R.N.A. Inservice Education

The Parties agree that the Hospital has demonstrated a commitment towards ensuring that R.N.A.'s can acquire and update the skills that R.N.A.'s are required to possess in their functioning in the Hospital.

SIGNED AT Sudbury, Ontario this 6<sup>th</sup> day of December, 1994.

FOR THE UNION:

Roy A. Tolson

Marna Fitzjerald

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[Signature]

FOR THE HOSPITAL:

[Signature]

Marian C. Seave

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**LETTER OF UNDERSTANDING**

between

**SUDBURY MEMORIAL HOSPITAL**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 161**

Re: Modified Work Programs

The Parties agree that employees participating in modified work **programs** may **be** allowed to attend therapy treatment programs related to their disability as **part** of **the** program. It is understood that such appointments will be scheduled so as not to interfere with their progression in the modified work program and will **be** scheduled with the approval of the Hospital.

SIGNED AT Sudbury, Ontario this *6th* day of *December*, 1994.

FOR THE UNION:

*[Signature]*  
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*[Signature]*  
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*[Signature]*  
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FOR THE HOSPITAL:

*[Signature]*  
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*[Signature]*  
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LETTER OF UNDERSTANDING

between

SUDBURY MEMORIAL HOSPITAL

and

CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 161

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.

SIGNED AT Sudbury, Ontario this 6<sup>th</sup> day of November, 1994.

FOR THE UNION:

*Ray R. Fortin*

*Yvonne Fitzgerald*

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*Debra J. [Signature]*

FOR THE HOSPITAL:

*[Signature]*

*Maurice E. Seavey*

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**LETTER OF UNDERSTANDING**

between

**SUDBURY MEMORIAL HOSPITAL**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 161**

**Upon** receiving notification from Workers' Compensation of the essential duties or alternative suitable work notice, the Hospital agrees to inform the Union.

It is further understood and agreed that the Union shall be informed of meetings held with the Hospital and/or the injured worker **and/or** the Workers' Compensation Board. Prior notice shall be given to the Union so that the Union may have a representative attend such meetings.

SIGNED AT Sudbury, Ontario this 6<sup>th</sup> day of December, 1994.

**FOR THE UNION:**

*Roy A. Tolson*  
*Mama Fitzgerald*  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
*Dennis Burke*

**FOR THE HOSPITAL:**

\_\_\_\_\_  
*David W. ...*  
*Marion C. Seave*  
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LETTER OF UNDERSTANDING

between

SUDBURY MEMORIAL HOSPITAL

and

CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 161

The parties agree that:

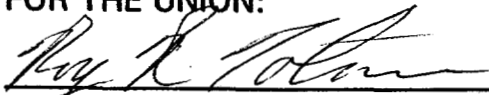
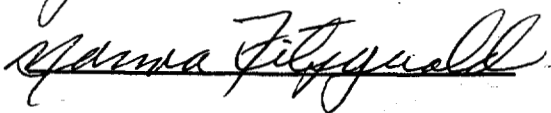
- a) voluntary service, rehabilitation, and work experience programs; and,
- b) the return to work following W.C.B. disability; and,
- c) the option of alternative employment during pregnancy for employees working with Video Display Units

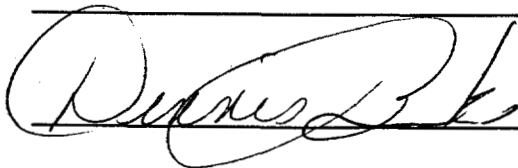
may be matters for discussion at Labour Management Committee meetings.

The parties will meet, at the request of either Management or the Union, within ninety (90) days of the signing of this Collective Agreement to discuss these matters.

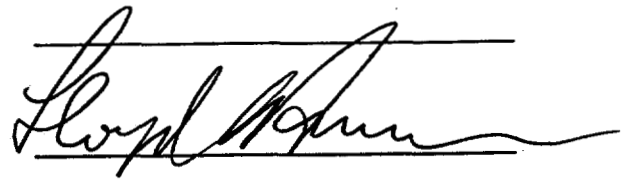
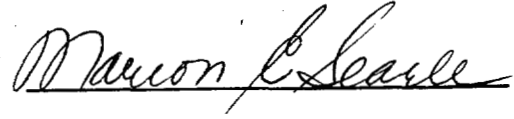
SIGNED AT Sudbury, Ontario this 6<sup>th</sup> day of December 1994.

FOR THE UNION:

  
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FOR THE HOSPITAL:

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LETTER OF UNDERSTANDING

between

SUDBURY MEMORIAL HOSPITAL

and

CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 161

The parties agree that on the request of either party a sub-committee of the **Labour** Management Committee will be convened to look at the feasibility of revising departmental schedules to minimize the incidents where employees are required to work seven (7) days in succession.

SIGNED AT Sudbury, Ontario this 6<sup>th</sup> day of December 1994.

FOR THE UNION:

Roy H. Totum  
Manuel Figueroa

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Dennis B. G.

FOR THE HOSPITAL:

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Robert M. ...  
Marion E. Sease

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LETTER OF UNDERSTANDING

between

SUDBURY MEMORIAL HOSPITAL



and

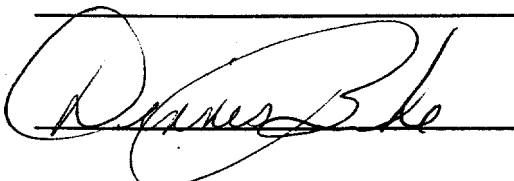
CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL 161

The Hospital agrees that it will provide a battery with booster cables for the employees' use in the Hospital parking lot.

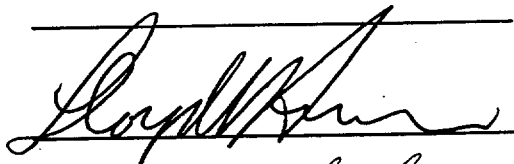
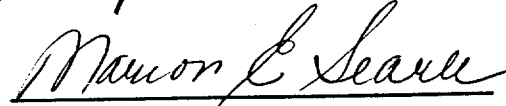
SIGNED AT Sudbury, Ontario this 6<sup>th</sup> day of December 1994.

FOR THE UNION:

  
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FOR THE HOSPITAL:

  
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LETTER OF UNDERSTANDING

between

SUDBURY MEMORIAL HOSPITAL

and

CANADIAN UNION OF PUBLIC EMPLOYEES- LOCAL 161

RE: UNIFORMS

The parties agree to meet, at the request of either party, through a Sub Committee of the Labour - Management Committee to review and discuss the uniforms in Housekeeping and the Dietary Department.

SIGNED AT Sudbury, Ontario this 6<sup>th</sup> day of December 1994.

FOR THE UNION:

Roy D. Tolson  
James H. Hignell

Dennis E. H.

FOR THE HOSPITAL:

Lloyd R. H.  
Marion E. Seave

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**SUDBURY MEMORIAL HOSPITAL**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL 161**

**CONDITIONS OF EMPLOYMENT**

**A** Regular Part-time employee must be available to work as required by the Employer.

The Commitment will include the following conditions:

- 1.** It is the Employer's intention in preparing work schedules, in so far as it is possible, to eliminate or minimize the occasions where employees will be required to work more than nine (9) weekends (Saturdays and Sundays) in every twelve (12) week period. Further, it is the Employer's intention to minimize or eliminate the occasions when part-time employees will be required to work more than three (3) consecutive weekends in a row.
- 2.** Available for duty on all shifts as required by the Employer. The Employer will consider individual shift preferences.
- 3.** Availability to work at least three shifts per week.

**I HEREBY AGREE TO THE ABOVE CONDITIONS OF EMPLOYMENT**

**DATE:** \_\_\_\_\_ **SIGNATURE:** \_\_\_\_\_

LETTER OF UNDERSTANDING

between

SADBURY MEMORIAL HOSPITAL

and

CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL 161

RE: PHOTOCOPYING

The Hospital agrees to photocopy material for the Local Union as requested and to bill the Union for this service on a monthly basis. Local Union officials will present material to be photocopied to the Personnel Office Secretary who will arrange to have it photocopied and return to the official as expeditiously as possible.

SIGNED AT Sudbury, Ontario this 6<sup>th</sup> day of December 1994.

FOR THE UNION:

Ray A. Colman  
James Fitzgall

Quincy B. de

FOR THE HOSPITAL:

Rayd W. ...  
Marion E. Seave