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FULL-TIME

COLLECTIVE AGREEMENT

between

SUDBURY GENERAL HOSPITAL

OF THE

IMMACULATE HEART OF MARY

and

CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL 1023

CLERICAL UNIT

944 402

Effective: October 1, 1992
Expires: September 30, 1994

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CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1023
CLERICAL UNIT

FULL TIME COLLECTIVE AGREEMENT
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ARTICLE 1 - PREAMBLE

- 1.01 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 on going 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 with 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.

ARTICLE 3 - RELATIONSHIP

.01 No Discrimination

The parties agree that in accordance with the provisions of the Ontario Human Rights Code, there shall be no discrimination against any employee by the Union or by the Hospital by reason of race, creed, colour, age, sex, marital status, nationality, ancestry, or place of origin. The Hospital and the Union further agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members because of an employee's membership or non-membership in the Union or because of his activity or lack of activity in the Union. There shall be no Union activity carried out on the premises of the Hospital, except as is required to carry out the terms of this agreement.

ARTICLE 4 - STRIKES AND 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 T-4 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 of names monthly of all hiring, layoffs, 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 Hospital or the Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees in negotiations, grievances or any other matters of mutual interest to the parties.

The representative of the Canadian Union of Public Employees will make prior verbal arrangements with the Executive Director, or her designee, to enter on the Hospital premises.

6.02 Labour Management Committee

The parties hereby agree to a Labour Management Committee consisting of three (3) employees, to include two (2) from the Full-time Clerical Unit and the President or his/her designate, and three (3) representatives appointed by the Hospital, who shall meet to discuss and, if possible, provide understanding of points of mutual interest between the parties; it being understood that such committee shall not include matters that are properly the subject of grievance or negotiations for the amendment or renewal of this agreement. The Committee shall meet from time to time as agreed between the parties, and all matters for discussion shall be submitted to the Executive Director, or designee, previous to each meeting to be placed on the agenda.

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.

6.03 Local Bargaining Committee

The Hospital agrees to recognize a negotiating committee comprised of hospital employee representatives of the Union for the purpose of negotiating a renewal agreement (as set out in the Local Provisions Appendix-J8). 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 Union Central Bargaining Committee Leave

In future 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 (1) 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 hospitals accordingly.

6.05 Pay for Grievance Committee or Stewards

Union stewards and members of the committee must obtain permission from their immediate supervisor before absenting themselves from their immediate place of duty in order to deal with grievances or other Union business connected with this agreement. Such permission shall not be unreasonably refused, having regard for the efficiency of operations of the Hospital. In accordance with this understanding, the Hospital shall not make any deductions from such Union stewards or committee members for time so spent at such joint meetings, including meetings for the purpose of renegotiating this agreement, provided such meetings are held on the premises of the Hospital, or by mutual agreement, elsewhere.

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 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 Executive Director or her designee. A meeting will then be held between the Executive Director or her 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 Executive Director or her designee may have such counsel and assistance as she 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 an 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 of 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 ~~questions 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.

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, 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 Human Resources or designate. An employee has the right to request copies of any evaluations in this file.

8.02 Clearing of Record

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

ARTICLE 9 - SENIORITY

9.01 Probationary Period

A new employee will be considered on probation until he has completed sixty (60) days of work (or 450 hours of work for employees whose regular hours of work are other than the standard work day), within any twelve calendar months. Upon completion of the probationary period he shall be credited with seniority equal to sixty (60) 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

Full-time employees will accumulate seniority on the basis of their continuous service in the hospital from the last date of hire, except as otherwise provided herein.

Seniority will operate on a Clerical bargaining unit wide basis.

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 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) 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) months from the time the disability or illness commenced.

9.04 Effect of Absence

- a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Hospital, both seniority and service will accrue.
- b) 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 provisions of the Collective agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of the absence, except that the Hospital will continue to pay its share of the premiums for up to eighteen months while an employee is in receipt of W.C.B. benefits. Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in W.C.B. benefits.

- c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision, seniority shall accrue during maternity or adoption leave or for a period of eighteen (18) months if an employee's absence is due to disability resulting in W.C.B. benefits or L.T.D. benefits for a period of one (1) year if an employee's unpaid absence is due to an illness.

9.05 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, appointments 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.

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

A list of vacancies filled in the preceding **month** ~~under~~ this article and the names of the successful applicants will be posted, with a copy provided to the Union. **All** postings shall contain the following information: Department; Classification; Status; Shift; and Wage Rate; and shall state: "This position open to male **and** female applicants".

The successful applicant from within the bargaining unit to the job posting shall be appointed to fill the position within fifteen (15) working days following the completion of the seven (7) day posting.

Where an assignment from one job classification to another or from one department to another exceeds four (4) weeks in duration, the job shall be posted in accordance with the provisions of Article 9.05 of this Agreement.

The Hospital when notified by the employee with verification from the attending physician, that said employee will be absent due to illness for longer than four (4) weeks from the date of notification, the position will be posted and filled according to Article 9.05.

The provisions of the above two paragraphs of this article shall apply in the case of an employee absent due to maternity, sick leave, vacation, authorized leave of absence or absent and receiving benefits under the provisions of the Workers' Compensation Act.

9.06 Transfer and Seniority Outside the Bargaining Unit

Effective for employees transferred out of the bargaining unit subsequent to date of certification (Oct.26, 1990).

- (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.

9.07 Transfer of Seniority and Service

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 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.

9.08 Notice of Layoff

In the event of a proposed layoff at the Hospital of a permanent or long term nature, the Hospital will

- (a) provide the Union with no less than 60 calendar days notice of such layoff, and
- (b) meet with the Union through the Labour Management Committee to review the following:
 - i) the reason causing the layoff
 - ii) the service the Hospital will undertake after the layoff
 - iii) the method of implementation including the areas of cut-back and employees to be laid off.

In the event of a substantial bed cut-back or cut-back in service, the Hospital will provide the Union with reasonable notice. If requested, the Hospital will meet with the Union through the Labour management committee to review the reasons and expected duration of the bed cut-back or cut-back in service, any realignment of service or staff and its effect on employees in the bargaining unit.

Any agreement between the Hospital and the Union -resulting from the above review concerning the method of implementation will take precedence over other terms of layoff in this agreement. Notice of layoff shall be in accordance with the provisions of the Employment Standards Act.

9.09 Layoff and Recall

In the event of lay-off, the Hospital shall lay-off employees in the reverse order of their seniority within their classification, providing that there remain on the job employees **who** then have the ability to perform the work.

An employee who is subject to lay-off shall have the right to either

- (a) accept the lay-off; or
- (b) displace an employee who has lesser bargaining unit seniority and who is the least senior employee in the lower or identical paying classification in the bargaining unit if the employee originally subject to lay-off can perform the duties of the lower or identical classification without training other than orientation. Such employee **so** displaced shall be laid off.

(Note: For **purposes** of the operation of clause (b), 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 one (1) percent of the laid off employee's straight time hourly wage rate.)

An employee shall have the opportunity of recall from a lay-off to an available opening, based on seniority provided he is qualified and able to perform the **job**, 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 completed.

In determining the ability of an employee to perform the **work** for the purpose 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 was laid off shall have the privilege of returning to the position he held prior to the lay-off 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 the 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 **proper** address being on record with the Hospital.

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

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.

9.10 Benefits on Lay-off

In the event of a lay-off of an employee, the Hospital shall pay its share of insured benefits premiums up to the end of the month in which the lay-off occurs.

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

9.11 Technological Changes

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 effect, if any, upon employees concerned.

Where new or greater skills are required than are already possessed by affected employees under the present method 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 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.

LE 10 - CONTRACTING OUT

- 10.01 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.

ARTICLE 11 - WORK OF THE BARGAINING UNIT

11.01 Work of the Bargaining Unit

Full-time 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 date of ratification, except by mutual agreement.

Effective the date of ratification, the Hospital shall submit to the Union figures indicating the number of volunteers. Thereafter, the Hospital shall submit to the Union, at three month intervals, the number of volunteers for the current month and the number of hours worked.

ARTICLE 12 - LEAVES OF ABSENCE

12.01 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 may grant leave of absence without pay to employees to attend Union Conventions, Seminars, Education Classes or 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 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/her 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. Service shall accumulate for employees during such leave to the maximum provided, if any, under the provisions of the collective agreement. It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence.

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 (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 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.

12.05 Jury and 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 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 on an official receipt thereof.

In addition to the foregoing, where a full-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, the Hospital will attempt to reschedule the employee's regular day off. Where the employee's attendance is required during a different shift than he is scheduled to work that day, the Hospital will attempt to reschedule the shift to include the time spent at such hearing. It is understood that any rescheduling shall not result in the payment of any premium pay.

Where the Hospital is unable to reschedule the employee, and, as a result, he is required to attend during other than his regularly scheduled paid hours, he shall be paid for all hours actually spent at such hearing at his straight time hourly rate subject to (a), (b) and (c) above.

12.06 Maternity Leave

Maternity leave will be granted in accordance with the provision of the Employment Standards Act, 1988, except where amended in this provision.

The service requirement for eligibility for maternity leave shall be 10 months of continuous service.

The employee shall give written notification one (1) month prior to the commencement of the leave of her request for leave together with her expected date of return. At such time she shall also furnish the Hospital with her Doctor's certificate as to pregnancy and expected date of delivery.

An employee on maternity leave as provided under this agreement who is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 30 of the Unemployment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. That

benefit will be equivalent to the difference between seventy-five per cent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week unemployment insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

The employee has the right to extend the maternity leave to six (6) months in total. Written notice by the employee to extend the maternity leave will be given at least two (2) weeks prior to the termination of the initially approved leave. This notice requirement will be shortened in circumstances where medical complications occur in the **two (2)** weeks prior to the termination of the initially approved leave.

It is understood that during a maternity leave exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under *any* provisions 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 by the entire period of *the* absence. In addition, the employee will become responsible for full payment of subsidized employee benefits in which she is participating for the period of absence.

Effective date of ratification (Nov. 21, 1991), credits for service shall accumulate for the initial seventeen (17) weeks from the commencement of the leave while an employee is on maternity leave.

However, credit for seniority shall not be suspended, but shall accumulate during **such** leave.

Effective date of ratification (Nov. 21, 1991), the Hospital will continue to pay its share of the premiums of the subsidized employee benefits in which the employee is participating for the initial seventeen (17) weeks from the commencement of the leave while the employee is on maternity leave. After seventeen (17) weeks and subject to the provision of the master policies governing such plans, employees desiring to maintain such protection through **the** Employer shall be entitled to remit to the Employer such full premiums as fall due during the leave so as to insure continued coverage.

The employee shall reconfirm her intention to return to work on the date originally provided to the hospital by written notification received by the Hospital at least two weeks in advance thereof.

Subject to any changes to the employee's status which would have occurred had she not been on maternity 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 Adoption Leave

Where an employee with at least twelve (12) months of continuous service qualifies to adopt a child, such employee shall be entitled to a leave of absence without pay for a period of up to three (3) months duration or such greater time as may be required up to a maximum aggregate of six (6) months. Such employee 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 subsequent verified in writing.

Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan, and effective date of ratification (Nov. 21, 1991), an employee on leave as set out above who is in receipt of Unemployment Insurance adoption benefits pursuant to Section 20 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five per cent (75) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week unemployment insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance adoption benefits, and shall continue while the employee is in receipt of such benefits for the maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

It is understood that during an adoption leave exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions 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 by the entire period of absence. In addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of the absence.

Effective date of ratification (Nov. 21, 1991), credits for service shall accumulate for the initial seventeen (17) weeks

from the commencement of the leave while an employee is on adoption leave.

However, credit for seniority shall not be suspended but shall accumulate during such leave.

Effective date of ratification (Nov. 21, 1991), the Hospital will continue to pay its share of the premiums of the subsidized employee benefits in which the employee is participating for the initial seventeen (17) weeks and subject to the provisions of the master policies governing such plans, employees desiring to maintain such protection through the Employer shall be entitled to remit to the Employer such full premiums as fall due during the leave so as to insure continued coverage.

Subject to any changes to the employee's status which would have occurred had she not been on adoption leave, the employee shall be reinstated to her former duties, on the same shift in the same department, 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.

ARTICLE 13 - SICK LEAVE AND LONG TERM DISABILITY

- 13.01** The Hospital shall continue to provide a short-term sick leave plan at least equivalent to that described in the 1987 Hospitals of Ontario Disability Income Plan (HOODIP) brochure.
- 13.02** The Hospital will continue to pay one hundred percent (100%) of the billed premium towards coverage of eligible employee under the long term disability plan (HOODIP or equivalent);
- 13.03** The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two days of the fourth and subsequent period of absence in any calendar year.
- 13.04** Any dispute which may arise concerning an employee's entitlement to short-term or long-term benefits under HOODIP may be subject to grievance and arbitration under the

provisions of this Agreement.

- 13.05 It shall be the responsibility of each employee who is absent. due to illness, to notify his immediate supervisor.
- 13.06 In calculating sick days, only those days on which an employee would have worked shall be counted. Days off and holidays shall not be counted against sick time earned.

ARTICLE 14 - HOURS OF WORK

14.01 Daily and Weekly *Hours of Work*

The standard work day for all employees shall be seven and one-half (7.5) hours exclusive of a one-half hour unpaid meal break, and the standard work week shall be thirty-seven and one-half (37.5) hours.

14.02 Rest Periods

The Hospital will schedule one (1) fifteen-minute rest period for each full half scheduled shift.

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 the wage schedule "A" of the Collective Agreement.

15.02 Definition of Overtime

- (a) All hours worked in excess of seven and one-half (7.5) hours per day, or seventy-five (75) hours in a two week period shall be paid at an overtime rate. However, an employee shall not be entitled to overtime unless personally requested by his immediate supervisor.
- (b) Overtime which does not equate to a full hour will be recorded as follows:
 - 5 - 15 minutes - fifteen (15) minutes overtime
 - 16 - 30 minutes - thirty (30) minutes overtime
 - 31 - 60 minutes - sixty (60) minutes overtime
- (c) The Hospital agrees to maintain its present practice with respect to day shift workers, so that day shift workers

who work any consecutive shifts in excess of five shall be paid at the rate of one and one-half times the employee's regular straight time rate of pay regardless of when the pay period begins and ends. Day shift workers are those who have regularly and continuously worked a Monday to Friday shift in accordance with the Hospital's past practice.

15.03 Overtime Premium and No Pyramiding

The overtime rate shall be time and one-half (1.5) 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.

15.06 Call Back

An employee called back to work after he has completed his regular shift shall be paid one and one-half times his regular straight time rate of pay for all hours worked with a minimum payment equivalent to three (3) hours pay at one and one-half times his regular straight time hourly rate.

15.07 Standby

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

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

15.08 Temporary Transfer

Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit for a period in excess of one-half of the 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 of one shift, the employee shall receive an allowance of \$3.00 for each shift from the time of assignment.

15.09 Shift Premium

Employees shall be paid a shift premium of \$0.45 per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

15.10 Weekend Premium

Employees shall be paid a weekend premium of \$0.45 per hour. The weekend is defined as the hours worked between 2330 hours on Friday and 2330 hours on Sunday. A weekend shall not exceed a period of 48 hours.

ARTICLE 16 - HOLIDAYS

16.01 Number of Holidays

Effective date of ratification (Nov. 21, 1991), there shall be ten **(10)** holidays and these holidays are set out in the Appendix. In addition there shall be two float holidays which the employee **may** take when desired, provided prior approval is obtained from the supervisor. Such approval shall not be unreasonably withheld. **An** employee must complete three **(3)** months employment in the fiscal year to qualify for one Float Holiday. To qualify for the second Float Holiday, the employee must complete nine **(9)** months employment in the fiscal year.

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

16.02 Definition of Holiday Pay

Holiday pay for an employee working the standard hours per day, as set out in provision 14.01, is defined as the amount of **straight-time hourly pay** exclusive of shift premium which an employee would have received had he worked a normal shift

on the holiday in question.

In order to qualify for holiday pay for any holiday, **as** set out **in** the Local Appendix, an employee must complete her scheduled shift **on each of the working days** immediately prior to **and** following the holiday except where absence on one or both of the said qualifying days is **due** to a satisfactory reason.

An employee who was scheduled to **work** on a holiday, as set out in the Local Appendix, **and** is absent shall not be entitled to holiday pay to which she would otherwise be entitled unless **such absence** was **due** to a satisfactory reason.

An employee **who qualifies** to receive pay for any holiday will not be entitled, in the **event** of illness, to receive sick pay in addition to holiday pay in respect of the same day.

16.03 Payment for Working on a Holiday

An employee **required to work** on any of the holidays as set out in the local Appendix, shall be paid for all **hours worked at the rate of** one and one-half times his regular straight time rate of pay.

In addition, he may elect either of the following:

- (a) Holiday pay, or
- (b) a **lieu** day off with pay at his regular straight time rate of pay; such day to **be** granted within sixty (60) days following the day on which the holiday **was** observed, to **be** taken at a time mutually agreed to by the Hospital and the employee.

16.04 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 Entitlement, Qualifiers & Calculation of Payment

Effective date of ratification (Nov. 21, 1991), vacation entitlement shall be as follows:

For an employee with less **than** one (1) year of service with the hospital as of **March 31st** in any year, earned vacation days are granted **according** to the following table:

Period of Employment	
Prior to March 31st	No. of Days
1 month	1 day

2 months	1.5 days
3 months	2.5 days
4 months	3.5 days
5 months	4 days
6 months	5 days
7 months	6 days
8 months	6.5 days
9 months	7.5 days
10 months	8.5 days
11 months	9 days

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

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, with pay.

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

An employee who has completed fifteen (15) years or more of continuous service shall be entitled to five (5) weeks annual vacation, with pay.

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

Vacation pay shall be calculated on the basis of the employee's regular straight-time rate of pay times their normal weekly hours of work, subject to the application of Article 9.04, Effect of Absence.

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 (1.5) 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.

17.03 Illness During Vacation

Where an employee's scheduled vacation is interrupted due to serious illness, which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.

Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be

considered sick leave.

The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.

ARTICLE 18 - HEALTH AND WELFARE

18.01 Insured Benefits

The Hospital agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating eligible employees in the active employ of the Hospital under the insurance plans set out below subject to their respective terms and conditions including any enrollment requirements:

- (a) The Hospital agrees to pay 100% of **the** billed premium towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross Semi-Private Plan or comparable coverage with another carrier.
- (b) The Hospital agrees to contribute 75% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the existing Blue Cross Extended Health Care Benefits Plan or comparable coverage with another carrier providing **\$10.00** (single) and **\$20.00** (family) deductible, providing the balance of monthly premiums are paid by the employee through payroll deduction. Effective the date of ratification (Nov. 21, 1991), **\$15** (single) and **\$25** (family).
- (c) The Hospital agrees to contribute **90%** of the billed premium towards coverage of eligible employees in active employ of the Hospital under H.Q.O.G.L.I.P. or such other group life insurance plan currently in effect providing the balance of the monthly premium is paid by the employee through payroll deductions. Effective the date of ratification (Nov. 21, 1991), the Hospital's contribution to H.Q.O.G.L.I.P. will be 100%.
- (d) The Hospital agrees to contribute 50% of the billed premiums towards coverage of eligible employees in the active employ of the Hospital, under the Blue Cross **#9** Dental Plan **or** comparable coverage with another carrier (based on the current ODA fee schedule as it **may** be updated from time to time) providing the balance of the monthly premiums are paid by the employee through payroll deduction. Effective the date of ratification (Nov. 21, 1991), the hospital's contribution to the Dental Plan will be 75%.

18.02 Change of Carrier

It is understood that the Hospital may at any time substitute another carrier for any plan (other than OHIP) provided the

benefits conferred thereby are not in total decreased. Before making such a substitution, the Hospital shall notify the Union to explain the proposed change and to ascertain the views of the employees. Upon a request by the Union, the Hospital shall provide to the Union, full specifications of the benefit programs contracted for and in effect for employees covered herein.

18.03 Pension

All present employees enrolled in the Hospital's pension plan shall maintain their enrolment in the plan subject to its terms and conditions.. New employees and employees not yet eligible for membership in the plan shall, as a condition of employment, enroll in the plan when eligible in accordance with its terms and conditions.

ARTICLE 19 - HEALTH AND SAFETY

19.01 Health and 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 Occupational Health & Safety Committee at least one representative selected or appointed by the Union from amongst bargaining unit employees.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- (d) The Hospital agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfill its 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 Occupational 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.

19.02 Protective Footwear

Effective date of ratification (Nov. 21, 1991), and on that date for each subsequent calendar year, the Hospital will provide \$35.00 per calendar year to each full-time employee who is required by the Hospital, as delineated below, to wear safety footwear during the course of his duties.

The Hospital will require employees performing the following functions to wear appropriate safety footwear.

- 1) Materiel Management (Receiving Clerk)

ARTICLE 20 - COMPENSATION

20.01 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 a 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 during the term of this agreement 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 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.

20.02 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).

20.03 Wages and Classification

Any employee who is currently paid above the wage rate for which they qualify will **remain** at that rate until they qualify for a higher rate under this agreement.

Arbitrator Jean Beaudry awarded contract increases, for *L.I.C.O. employees only, of 2% for the one year period beginning October 1, 1992 and 1% for the one year period beginning October 1, 1993.

*L.I.C.O. employees are defined **as** employees who earn less than \$30,000.00 per year (as per the **Social** Contract Act, 1993).

SEE ATTACHED SCHEDULE A

ICLE 21 - DURATION

21.01 Term

This AGREEMENT shall become effective on OCTOBER 1, 1992 and shall continue in effect until the 30th DAY of SEPTEMBER 1994.

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 (45) 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 agreement 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 _____, Ontario, this _____ day of _____ 19 ____.

FOR THE LOCAL UNION

Kell

James Arnold

Erasmus Cipriani

Maulyn Vijanma

FOR THE HOSPITAL

J. M. Magee

John C. Casale

Blum

Muri Piquette

C.U.P.E CLERICAL - FULL-TIME

APPENDIX of LOCAL ISSUES

A RECOGNITION

The Employer recognizes the Union as the exclusive Bargaining Agent of all Office and Clerical Employees of Sudbury General Hospital of the City of Sudbury, save and except supervisors, persons above the rank of Supervisor, secretary to the Executive Director, Secretaries to the Assistant Executive Directors, secretary to the Director of Finance, secretary to the Director of Public Relations and Fundraising, secretary to the Director of Personnel Services, Payroll Clerks, Accounting Officer, students employed during the school vacation period, persons regularly employed for not more than twenty-four (24) hours per week and persons covered for subsisting collective agreements.

B - MANAGEMENT RIGHTS

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

- (a) to discharge employees for just cause, subject to the use of the Grievance Procedure;
- (b) to direct the working forces, to hire, promote, demote, transfer, lay-off, suspend and discipline employees for just cause;
- (c) generally to manage and operate the Hospital in all respects, in accordance with its obligations and without restricting the generality of the foregoing, to determine the kinds and locations of machines, equipment to be used, and allocation and number of employees required from time to time, the standards of performance for all employees, and all other matters concerning the Hospital's operations not otherwise specifically dealt with elsewhere in this Agreement;
- (d) to maintain order, discipline and efficiency and to make and alter from time to time, reasonable rules and regulations to be observed not inconsistent with the provisions of this Agreement.

C-1 CHECK OFF

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

C-2 NEW EMPLOYEES

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

C-3 LIST OF PART-TIME EMPLOYEES

The Hospital will supply the union every three (3) months, with a list of all part-time clerical employees (names ~~deleted~~) outlining the classification of such employee and the hours worked by that employee in the previous quarter.

D-1 STEWARDS

There may be five (5) Stewards to represent the Clerical Unit.

D-2 GRIEVANCE COMMITTEE

The Hospital acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of three (3) members from amongst the Stewards and which may, at the Union's option, include the President or his/her designate. The Hospital will recognize and deal with said committee with respect to any matter which properly arises from time to time during the term of this agreement.

D-3 The union agrees to notify the Hospital in writing of the names of the stewards, members of the Grievance Committee and members of the Negotiating Committee once a year, or within seven (7) calendar days after *any* change in these memberships.

D-4 DISCIPLINE AND SUSPENSION

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

E-1 SENIORITY LIST

The Hospital shall maintain a **seniõrity** List showing the date upon which each employee's service commenced. An up-to-date seniority list shall be **sent** to the Union and posted on the bulletin board, and in the appropriate departments, in April of each year.

E-2 APPLICATION FOR JOB POSTING

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

F-1 HOURS OF WORK

The Hospital undertakes to use its best efforts consistent with the proper management of the Hospital, which shall not be used in an unreasonable manner, to ensure that days off may be taken consecutively and days off rotated so as to effect an equal distribution amongst the employees.

F-2 SHIFT SCHEDULES

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

F-3 SPLIT SHIFTS

The Hospital shall not schedule split shifts.

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

F-4 POSTING OF SHIFT SCHEDULES

Where applicable, a rotation shift schedule shall be posted in an appropriate place two (2) weeks in advance of the termination of the posted schedule **and** cover a period of six (6) weeks.

F-5 MUTUAL SHIFT EXCHANGE

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

F-6 BOOKING OFF SHIFT

An employee shall give the Hospital notice of his absence **due** to an emergency or an illness as **soon** as it is practical to do so. **An** employee shall notify his/her immediate supervisor and/or designee of any absence as soon as possible.

F-7 LATE REPORTING

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

5	-	15 minutes	-	Fifteen (15) minutes penalty
16	-	30 minutes	-	Thirty (30) minutes penalty
31	-	60 minutes	-	Sixty (60) minutes penalty

LUNCH BREAKS

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

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

F-9 PAID REST PERIOD

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

F-10 WEEKENDS

Schedules are to provide at least one (1) weekend off in **six (6)**. **Any** changes to weekend schedules shall be discussed, prior to implementation, at Labour Management meetings.

G-1 PAID HOLIDAYS

For all full-time employees the following Paid Holidays shall be recognized by the Hospital:

-New Year's Day	-August Civic Holiday
-Good Friday	-Labour Day
-Easter Monday	-Thanksgiving Day
-Victoria Day	-Christmas Day
-Dominion Day	-Boxing Day

In addition, there shall be two float holidays which the employee may take when desired, provided prior approval is obtained from the supervisor. Such approval shall not be unreasonably withheld. **An** employee must complete three (3) months employment in the fiscal year to qualify for one Float Holiday. To qualify for the second Float Holiday, the employee must complete (9) months employment in the fiscal year.

G-2 In order to qualify for payment for a designated Paid Holiday, the employee must work his last full scheduled shift immediately preceding and his ~~first~~ full scheduled shift immediately following the Holiday, unless excused by the Hospital.

G-3 **An** employee shall be scheduled off duty **on** either Christmas or New Year's unless the employee requests otherwise and the Hospital agrees.

Where possible, the scheduling of split days off shall be avoided.

G-4 For the purpose of this article, a paid Holiday shall be deemed to **begin** at **0001 hours** and to end at 2359 hours on the day which it is **observed**.

- G-5** When any of the above noted Holidays fall on an employee's scheduled day off, the employee may elect to receive another day off with pay within sixty (60) days following the Holiday, at a time mutually agreed to. Lieu days must be taken before the fiscal year end, March 31st.
- H VACATIONS**
- H-1** The Hospital will consider requests by individual employees to have all their vacation in an unbroken period; such requests shall not be unreasonably withheld. Vacation entitlement during June, July, August shall not exceed three (3) consecutive weeks.
- H-2** Vacations shall be taken at any time during the twelve month period following the year in which they are earned.
- H-3** Vacation requests for the periods of June, July and August shall be submitted by March 31st in any given year. All other requests shall be submitted at least six (6) weeks in advance, unless circumstances beyond the control of the employee are encountered. Preference in scheduling of vacations shall be based on seniority. Vacation schedules shall be posted by April 30th for the above mentioned prime vacation time. Such requests shall be submitted on a standard form.
- H-4** Should a Paid Holiday fall during an employee's vacation, then the employee shall be entitled to an extra day's vacation with pay, which shall be in lieu of payment for the Holiday.
- H-5** All vacations shall be arranged so as not to interfere with the proper functioning of the Hospital. The requests of senior employees shall be given preference for vacations, and where there is a conflict in the requested time for vacations, the more senior employee's request shall not unreasonably be refused.
- E-6 VACATION ENTITLEMENT FOLLOWING TRANSFERS**

When an employee transfers from part-time to full-time service, vacation entitlement shall be based on his/her total seniority
- I SICK LEAVE**
- I-1** Employees shall notify the Hospital of sickness immediately. If the employee is absent from work for more than one week of absence, the Hospital will require from him or her a doctor's certificate. In any case, the Hospital, at its own expense, may send a doctor or a nurse to investigate the employee's illness, if considered necessary.
- I-2** All employees are to report to the Health Office on the day they return to work. The Health Office is open Monday to Friday.

Employees who return to work on a Saturday or Sunday will report to the Health Office on the following Monday.

I-3 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.

J GENERAL

J-1 HEALTH EXAMINATIONS

When required by the Hospital, the employees will submit to a physical examination, stool examination and/or culture, including laboratory tests, X-rays, inoculations and vaccinations; it being understood that the expense of such shall be borne by the Hospital, and without limiting the generality of the foregoing, the employees agree to any examination required from time to time by the public Hospitals Act, 1986, and Amendments thereof and/or regulations thereto.

J-2 No deductions will be made from the pay of an employee for the first hour of absence from work which the employee may request in order to keep an appointment for a physical examination required by the Hospital. Each case exceeding the time limit currently agreed to will be assessed on an individual basis.

J-3 UNIFORMS

The Hospital agrees to maintain its present policy with regard to laundering and supplying uniforms to members of its staff.

J-4 BULLETIN BOARDS

The Hospital will provide a bulletin board for the use of the Union. The Union will notify the Director of Personnel Services, in writing, the name of the employee responsible for the bulletin boards.

J-5 PAYMENT - UNION BUSINESS

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

J-6 PROTECTIVE FOOTWEAR

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

- 1) Material Management (Receiving Clerk)

J-7 UNION LEAVE DAYS

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

J-8 UNION COMMITTEES

These committees will consist of not more than three **(3)** members except for the Negotiating Committee which shall consist of three **(3)** members plus the president or his/her designate.

K-1 OLDER EMPLOYEES

Employees **who** through age or physical disability ~~are/or~~ become no longer capable or performing all of the normal functions of their work may, at the discretion of the Hospital, be retained in the employment of the Hospital provided suitable work is available. In such cases, the wage provisions of this agreement may not apply for such employees, and the Hospital shall have the right to establish what it considers an equitable rate of pay after consultation with the Union.

L LOCAL MATTERS

- L-1** 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.

:

4-2 Any mutually agreed changes to this Collective Agreement shall form part of this Agreement.

DATED AT SUDBURY, ONTARIO, THIS 13 DAY OF May

1997 ^{7th}

FOR THE LOCAL UNION

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

FOR THE HOSPITAL

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

LETTER OF INTENT

between

SUDBURY GENERAL HOSPITAL
of the
IMMACULATE HEART OF MARY

and

CANADIAN UNION OF PUBLIC EMPLOYEES
Local 1023
CLERICAL BARGAINING UNIT

The Hospital and the Union both agree that seniority will not be accrued for Leaves of Absence (including maternity leaves) which were taken prior to the date of certification - October 26, 1990.

Signed at Sudbury this 13th day of May

1997

FOR THE UNION

[Signature]

[Signature]

[Signature]

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[Signature]

FOR THE HOSPITAL

[Signature]

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C.U.P.E. CLERICAL - WAGES AND CLASSIFICATION PREMIUMS
EFFECTIVE OCTOBER 1, 1996

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JOB CLASSIFICATION		START	YEAR 1	YEAR 2	YEAR 3
ACCTS PAYABLE CLERK	HOURLY	14.852	15.726	16.599	17.473
	MONTHLY	2413	2555	2697	2839
SECRETARY II	HOURLY	14.852	15.726	16.599	17.473
	MONTHLY	2413	2555	2697	2839
HEALTH RECORD ADMIN. (HRA)	HOURLY	15.741	16.667	17.593	18.519
	MONTHLY	2558	2708	2859	3009
INV. CONTROL OFFICER	HOURLY	14.852	15.726	16.599	17.473
	MONTHLY	2413	2555	2697	2839
HEALTH RECORDS TECH. (HRT)	HOURLY	14.852	15.726	16.599	17.473
	MONTHLY	2413	2555	2697	2839
ACCTS REC. CLERK	HOURLY	12.307	13.031	13.755	14.479
	MONTHLY	2000	2118	2235	2353
RECEIVING CLERK	HOURLY	13.103	13.874	14.644	15.415
	MONTHLY	2129	2254	2380	2505
ADMITTING CO-ORD	HOURLY	12.480	13.214	13.948	14.682
	MONTHLY	2028	2147	2267	2386
SWITCHBOARD OP.	HOURLY	12.307	13.031	13.755	14.479
	MONTHLY	2000	2118	2235	2353
WARD CLERK	HOURLY	12.307	13.031	13.755	14.479
	MONTHLY	2000	2118	2235	2353
MED. DICTATYPIST	HOURLY	12.539	13.277	14.014	14.752
	MONTHLY	2038	2157	2277	2397
BED BOOKING CLERK	HOURLY	12.492	13.227	13.962	14.697
	MONTHLY	2030	2149	2269	2388
SECRETARY I	HOURLY	12.539	13.277	14.014	14.752
	MONTHLY	2038	2157	2277	2397
CLERK TYPIST	HOURLY	12.307	13.031	13.755	14.479
	MONTHLY	2000	2118	2235	2353
ADMITTING CLERK	HOURLY	12.245	12.965	13.686	14.406
	MONTHLY	1990	2107	2224	2341
RECEPTIONIST	HOURLY				N/A
	MONTHLY				
PRINTING CLERK	HOURLY	12.245	12.965	13.686	14.406
	MONTHLY	1990	2107	2224	2341
LIBRARY CLERK	HOURLY	12.245	12.965	13.686	14.406
RADIOLOGY	MONTHLY	1990	2107	2224	2341