

SOURCE	HOSP.		
EFF.	93	09	29
TERM.	95	09	28
No. OF EMPLOYEES	430		
NOMBRE D'EMPLOYÉS	df		

**CENTRAL**

**Combined  
Full-Time/Part-Time**

**COLLECTIVE AGREEMENT**

between

**LAURENTIAN HOSPITAL**  
(hereinafter called the "Hospital")

and

**CUPE Local 161**  
(hereinafter called the "Union")

**Expires: September 28, 1995**

**RECEIVED**  
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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 or **by** the Hospital **on** its own up to twelve (12) months where the leave of the person **being** replaced extends that far. 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.

**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 **pre-determined** basis as required by the Hospital and in accordance with a pre-determined schedule.

**2.04 - Casual Employee**

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 - No Discrimination**

The **parties agree** that there **shall** be no discrimination **within the meaning of** the Ontario Human Rights Code against any employee **by** the Union or the Hospital **by** reason of race, creed, colour, age, sex, marital status, nationality, ancestry **or** place of origin, family status, handicap, sexual orientation, political **affiliation** or activity, or **place** of residence. The Hospital and the Union further agree that there will **be** no intimidation, discrimination, interference, restraint **or** coercion exercised or practised by either of them or their representatives or members, because of an employee's membership or **non-membership** in **a** Union or **because** of his activity or **tack of activity** in the Union.

**ARTICLE 4 - STRIKES & LOCKOUTS**

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

**ARTICLE 5 - UNION SECURITY**

**5.01 - T4 Slips**

The Hospital will provide each employee with a T-4 supplementary slip showing the **dues** deducted **in the** previous year for income tax

purposes where such information is available or becomes readily available through the Hospital's payroll system.

5.02 - Notification to Union

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

5.03 - Employee Interview

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

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

5.04 - No Other Agreements

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

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

ARTICLE 6 - UNION REPRESENTATION AND COMMITTEES

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

The Union agrees that neither it, nor its officers, agents, representatives and members will engage in the solicitation of members, holding of meetings or any other Union activities on Hospital premises or on Hospital time without the prior approval of the Hospital, except as specifically provided for in this Agreement. Such approval will not be unreasonably denied.

6.02 - Grievance Procedure

All the parties shall agree that grievances are matters of mutual concern and interest that would be best resolved if discussed at a Labour-Management Committee Meeting during the term of this Agreement. The following shall apply:



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

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

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

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

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

### 6.03 - Local Bargaining Committee

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

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

**6 - 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.

#### 06 - Grievance it

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**

Any letter of reprimand, suspension or any other sanction will **be** removed from the record of **an** employee eighteen (**18**) months following the receipt of **such** letter, suspension or other **sanction provided** that such employee's record has been discipline free for one year.

## **ARTICLE 9 - SENIORITY**

### **9.01 - Probationary Period**

A **new employee** will **be** considered on probation until he **has** completed forty-five (**45**) days 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**

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

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 Effect of Absence

((a), (b) and (c) of the following clause are applicable to full-time employees only)

- (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** increment, vacation, sick leave, or any other benefits 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 any **subsidized employee** benefits in which **he/she** is participating for the period of absence, except that the Hospital will continue to pay its share of the premiums up to eighteen (18) 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 for a period of eighteen (18) months if an employee's **absence** is due to a disability resulting in W.C.B. benefits: or **for** a period of one (1) year if an employee's unpaid absence is due to an illness.
- (d) Effective June 4, 1996, part-time employees shall **accrue** seniority **for** a period of **eighteen** (18) months and **service** for a period of **fifteen** (15) weeks if absent due to a disability resulting in W.C.B. benefits, on **the** basis of what the employee's normal regular **hours** of work would have been.

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.

The **postings** shall **stipulate** the qualifications, classifications, rate of **pay**, department and shift and a copy **shall be** provided to the Chief Steward. 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 selected **in accordance** with the **criteria** for selection above, prior to considering **persons** who **are** not members of **CUPE** bargaining units at 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.

Except in case of urgency, no outside advertisement for additional employees shall be made until the **above-mentioned** seven (7) day period has been **complied** with. When **an** employee **leaves** a position, the Union will be notified in writing of any **delays beyond** the fourteen (**14**) days in **posting** the provision.

#### Information on Posting

Such notice shall contain the following information: nature of position, shift, wage or salary **rate** or range. The Hospital shall also **specify** the qualifications (knowledge, education, and skills) it requires for the posted position. Such qualifications shall be established in a **fair** and reasonable manner.

#### Method of Making Appointments

Appointments from within the bargaining unit shall be notified within three (3) weeks of posting **and** the name of the successful candidates shall **be** posted on the **bulletin** board. The Hospital **will** advise the unsuccessful applicants in

writing of the reasons they were not chosen. Grievances by **unsuccessful** applicants may be lodged at Step No. 3.

**Temporary Vacancies**

**Where** the **Hospital knows that a temporary vacancy will be for a duration of more than six (6) weeks, such vacancy shall be posted in accordance with Article 9.05 - Job Posting.**

**9.06 - Transfer and Seniority Out of the Bargaining Unit**

- (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 within **twenty-four (24) months of** the transfer he or she shall be credited with the **seniority held** at the time of transfer and resume accumulation from the date of his or her return to the bargaining unit. An employee not returned to the bargaining unit within **24** months shall forfeit bargaining unit seniority.
- (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.

**Implementation Note:**

Notwithstanding (b), **any** employee with bargaining unit seniority who is out of the bargaining unit as **of the** date of the award **and** who returns to the bargaining unit within **1 year** from the date of the award (June 4, 1996) **shall** not forfeit **their** seniority.

**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 (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.

#### 9.08 - 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 9.08 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 9.11, 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 **cochair** 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.

9.09 - Layoff and Recall

An employee in receipt of notice of layoff pursuant to 9.08(a)(ii) may:

- (a) **accept the layoff**; or
- (b) opt to receive a **separation** allowance **as** outlined in Article 9.12; or
- (c) **opt to retire**, if **eligible** under the terms of the Hospitals of Ontario Pension Plan (HOOPP) as **outlined** in Article **18.03(b)**; 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 9.08.

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 9.08**.

#### 9.10 - Benefits on Layoff

(The following clause is applicable to full-time employees only)

**In** the event of a **layoff of an** employee, the Hospital shall pay its share **of** insured benefits premiums up to the end of the month in which **the layoff 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 **(3)** months following the **end of the** month in which the **lay-off** occurs. Such **payment can** be made through the **payroll** office of the Hospital provided that the employee informs the Hospital **of** his or her intent to **do** so at the time of the layoff, and arranges with the Hospital the appropriate payment **schedule**.

#### 9.11 - 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 **9.08(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 **9.11(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.

9.12 - i Allowances

- (a) If an employee resigns within 30 days after **receiving** notice of layoff pursuant to Article 9.08(a)(i) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of two (2) weeks' pay, and, on production of receipts from an approved education program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand (\$3,000) dollars.
- (b) Where an employee resigns later than 30 days after receiving notice pursuant to Article 9.08(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.

9.13 - 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**,

9.14 - Technological Change

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

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

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

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

## **ARTICLE 10 - CONTRACTING OUT**

### **10.01 - Contracting Out**

**The Hospital** shall not contract out **any** work usually performed by **members of** the bargaining unit if, as a result of **such** contracting out, a **layoff** of any **employees other than** casual part-time employees results from such contracting **out**.

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Notwithstanding the foregoing, the **Hospital** may contract **out** work usually performed by members of the bargaining unit **without** such **contracting-out** constituting a breach of **this** provision if the hospital provides in its **commercial** arrangement contracting out the work that the contractor to whom the work is being **contracted**, and any subsequent such contractor, agrees:

- (1) to employ the employees thus displaced from **the** hospital; and
- (2) in doing so to stand, with respect to that work, in the place of the hospital for the purposes of **the** hospital's collective agreement with the Union, and to execute into an agreement with the Union to that effect.

In order to ensure compliance with this provision, the hospital agrees that it will withdraw the work from any contractor who **has** failed to **meet** the aforesaid terms of the **contracting-out** arrangement.

10.03 - Contracting In

Further to Article 9.08(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 UNIT**

11.01 - 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 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 **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**.

Part-time and casual employees will **be** given full credit for seniority purposes for **regularly scheduled hours** missed in accordance with this provision.

12.03(a) Full-Time Position with the Union

(This clause is **applicable to full-time employees only**)

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) Full-Time Position with the Union**

**(The clause is applicable to Part-time employees only)**

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(c) Leave for OCHU President and an**

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 positions of **the** President of the **Ontario** Council of Hospital Unions or the Secretary-Treasurer 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(s) 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(s) 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(a) - Jury & Witness Duty**

**(The following clause is applicable to full-time employees only)**

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 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.

**12.05(b) - Jury & Witness Duty**

**(This clause is applicable to part-time employees only)**

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(a) - Pregnancy Leave**

**(The following clause is applicable to full-time employees only)**

- (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.

- (f) The Hospital will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to seventeen (17) weeks while **the employee is on** pregnancy leave.
- (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**.

**12.06(b) - Pregnancy leave**

**(The following clause is applicable to Part-time employees only)**

- (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(a) - Parental Leave**

**(The following clause is applicable to full-time employees only)**

- (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.
- (g) The Hospital will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to eighteen (18) weeks while the employee is on parental leave.
- (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.

**12.07(b) - Parental Leave**

**(The following clause is applicable to Dart-time employees only)**

- (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 upgrading 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 Hospital's 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 - SICK LEAVE. INJURY & DISABILITY**

### **13.01 - Sick Leave**

**(The following clause is applicable to full-time employees only)**

The principle of sick **leave pay** is to provide support when **an employee** is **unable to earn wages** through **normal** duties in the **case** of sickness. Sick leave shall not **be** considered or used as **time off for** reasons **other** than sickness **and is by no means a bonus**.

**Employees** shall accumulate sick leave **credits at the rate of one** and one-half **(1 ½)** days per **month** beginning **after** the probationary period **has** elapsed and retroactive to the date of commencement **of** employment up to a **maximum** of one hundred and twenty (120) days.

After an employee has been continuously employed by the Hospital for a period of three (3) years [five (5) years for **employees** hired after October 2, 1979), the said employee will be entitled to a cash gratuity equivalent to fifty (50) per cent of the unused portion of sick leave credits upon termination of employment within the Hospital.

After an employee has been continuously employed by the Hospital for a period of fifteen (15) years, the said employee will be entitled to a cash **gratuity** equivalent to one-hundred (100) per cent of the unused portion of sick leave credits upon termination of employment within the Hospital.

An employee who is discharged for just cause shall not *be* entitled to the benefits as outlined in the above paragraphs.

An employee off work for any length of time due to illness shall, upon the request of his immediate supervisor, provide a doctor's certificate which shall indicate the nature of the sickness.

The Hospital or its designated representative may, at his/her discretion, **impose** a maximum suspension of five (5) working days without pay **for** failing to provide said doctor's certificate herein mentioned. The Hospital or its designated representative reserves the right to verify **the** merit of any medical certificate presented.

Employees absent on short-term illnesses of two (2) days or **less** duration shall be **paid** for the first three (3) such illnesses in each **calendar** year. However, employees shall not **be** paid for the fourth (4<sup>th</sup>) and succeeding illnesses of two (2) **days** or less in **any** calendar year.

Upon retirement at age sixty-five (65) or as otherwise provided herein, an employee shall receive a cash gratuity equivalent to **one hundred** (100) percent of unused portion of sick leave credits.

#### Medical Care Leave

Employees may be allowed to use accumulated sick leave credits in order to engage in personal **preventative** mental health **and dental** care. Permission will not be unreasonably withheld provided adequate notice is given in advance. On request, employees will be required to provide proof of attendance for the preventative medical and dental **care** concerned.

Where an employee is prevented from working for the Hospital on account of an occupational **illness** or accident that is recognized by the Workers' Compensation **Board** as **compensable** within the meaning of the Workers' Compensation Act, the Hospital, on application from the employee will **utilize**

the employee's accumulated sick leave credits to supplement the award made by the Workers' Compensation Board for loss of wages to the employee by such amount that the award of the Workers' Compensation Board for loss of wages, together with the supplementation of the Hospital, will equal 100% of the employee's net earnings, to the limit of the employee's accumulated sick leave credits. Where a WCB top-up is currently provided from general revenue, it will be provided on the same basis except that it will continue to be provided from general revenue,

13.02 - 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.

13.03 - 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.

13.04 - Payment Pending Determination of WCB Claims (FT)

An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of claim for Workers' Compensation for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit she would receive from Workers' Compensation if her claim was approved, or the benefit to which she would be entitled under the short term sick leave plan. Payment will be provided only if the employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by The Workers' Compensation Board. If the claim for Workers' compensation is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short term sick leave plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

**ARTICLE 14 - HOURS OF WORK**

14.01(a) Daily & Weekly Hours of Work (Applicable to full-time employees)

The normal hours per week will be thirty-seven and one-half ( 37 ½) hours exclusive of mealtimes for a maximum of seventy-five (75) hours over a two-week period.

The **daily** hours of work shall be seven and one-half (7 ½) hours exclusive of a ½-hour mealtime period.

**14.01(b) (Applicable to Dart-time employees)**

The hours of work shall be as scheduled by the Hospital. A **full shift will** be seven and one-half (7 ½) hours, **exclusive of** mealtime.

The regular hours of work for **all employees** shall **not** normally exceed **twenty-four (24) hours per week or forty-eight (48) hours** averaged over a **two-week** period, except in the case of **emergency**.

**14.02(a) - Rest Periods**

**(The following clause is applicable to full-time employees only)**

The **Hospital** will **schedule one fifteen (15) minute rest** period for **each** full scheduled **half shift**.

**14.02(b) - Rest Periods (PT)**

**(This clause is applicable to part-time employees only)**

**Part-time employees shall be entitled to a paid rest** period of **fifteen (15) minutes** for **each** three and three-quarter (3 ¾) hours of **work**.

**14.03 - Additional Rest**

When an employee works with overtime of at least three (3) hours the Hospital will schedule a rest 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 of the Collective Agreement.

**15.02 - Definition of Overtime**

**All hours** worked in excess of seven and **one-half (7 ½) hours per day or seventy-five hours** in a two-week period shall **be paid** at the rate of one and one-half (1 ½) **times** the employee's straight time hourly rate. However, an employee **shall** not be entitled to overtime unless personally requested by **the employee's** immediate supervisor.

**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. Call-back **shall be** divided equally among the employees **who** are willing **and** qualified to **perform the work** that is available.

15.07 - Standby

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

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

15.08 - Temporary Transfer

Where an employee is assigned temporarily to perform the duties **and assume** the responsibilities of a higher paying position in **the** bargaining unit for a period in excess of one-half (**1/2**) of a shift, **he** shall be paid the rate in

**the higher salary** range immediately above his current rate from the **commencement** of the shift on which he was assigned the job.

Where a Hospital temporarily assigns an employee to carry out the assigned responsibilities of a classification outside the bargaining unit for a period **in** excess of **one-half** (1/2) of **one** shift, the employee shall receive an allowance of **\$4.00** for each shift from the time of the assignment.

**15.09 - Shift and Weekend Premium**

Employees on a shift of five cents per hour for all hours worked where the majority of their shift falls between 1500 and 0000. The same rate shall be paid as weekend premium for all hours worked between 10 hours and 2400 hours **Sunday**, or such other 8 hour period as may be agreed upon by the local parties.

**ARTICLE 16 - HOLIDAYS**

**16.01 - Number of Holidays**

**(The following clause is applicable to full-time employees only)**

There shall be twelve (12) **holidays** and **these holidays are set out** in the Local Provisions Appendix.

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 and Qualifiers**

**(The following clause is applicable to full-time employees only)**

Holiday pay will be **computed** on the basis of the employee's regular straight time hourly rate of **pay times the** employee's normal **daily** hours of work.

**In order to** qualify for holiday pay for **any** holiday, **as set out in the** Local Provisions Appendix, or to qualify for a lieu day 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 Provisions Appendix, and **is** absent shall **not** be entitled to **holiday pay** or to a lieu **day 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 or a lieu day will not be entitled, in the event of illness, to receive sick pay in addition to holiday pay or a lieu bay in respect of the same day.

**16.03(a) - Payment for Working on a Holiday**

**(The following clause is applicable to full-time employees)**

If an employee is required to work on a holiday set out in the local Appendix the employee shall be paid at the rate of time and one-half (1-1/2) her regular straight time hourly rate of pay for all hours worked on such holiday in accordance with Article 16.02. In addition, if an employee is required to work on a holiday in accordance with Article 16.02 above the employee shall receive a lieu day off with pay in the amount of the employee's regular eight time hourly rate of pay times the employee's normal daily hours of work.

NOTE: Other provisions if any, relating to the scheduling of lieu days or relating to the payment of holiday pay instead of receiving a lieu day off are located in the Local Provisions Appendix.

**16.03(b) - Payment for Working on a Holiday**

**(The following clause is applicable to Part-time employees only)**

The holidays listed in the part-time local Appendix for the purposes of Article 16.03(b) shall be the same holidays as are listed in the full-time Local Provisions 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 regular straight time hourly rate of pay for all hours worked on such holiday.

**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 (2x) his regular straight time hourly rate for such authorized overtime."

**ARTICLE 17 - VACATIONS**

**17.01(a) - Full-Time Vacation Entitlement, Qualifiers and Calculation of Payment**

**(The following clause is applicable to Full-Time employees only)**

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** but **less than twenty-five** (25) years 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.

**If a paid holiday** falls or is **observed** during an employee's vacation **period**, he/she shall be **paid** for the holiday **instead** of his **regular** vacation time for the day **in** question.

17.01(b) - Part-Time Entitlement, Qualifiers and Calculation of Payment  
(The following clause is applicable to Part-time employees only)

Progression on ~~fac~~ Schedule ~~Part-T~~

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.

All part-time employees shall receive vacation **pay** computed as follows plus the equivalent time off without pay.

<b>After</b> one (1) year	-	4% of total earnings;
<b>After</b> two (2) years	-	6% of total earnings;
<b>After</b> five (5) years	-	8% of total earnings;
<b>After</b> fifteen (15) years	-	10% of <b>total</b> earnings;
<b>After</b> twenty-five (25)	-	12% of total earnings.



If a paid holiday falls or is observed during an employee's vacation period, he/she shall be paid for the holiday instead of his regular vacation time for the day in question.

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 (1-1/2) 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

(The following clause is applicable to full-time employees only)

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.

17.04 - Bereavement During Vacation

Where an employee's scheduled vacation is interrupted due to a bereavement, the employee shall be entitled to bereavement leave in accordance with Article 12.04.

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

ARTICLE 18 - HEALTH & WELFARE

18.01 - Insured Benefits

(The following clause is applicable to full-time employees only)

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 enrolment 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** in effect as of September 28, 1993 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** in effect as of September 28, 1993 (as amended below) or comparable coverage with another carrier providing for \$15.00 (**single**) and \$25.00 (family) deductible, providing the balance of monthly premiums is paid by the **employee** through payroll deductions. Vision care maximum \$90.00 every 24 months and hearing aide **allowance \$500.00** lifetime maximum.
- (c) The Hospital agrees to contribute 100% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under **HOOGLIP** in effect as of September 28, 1993 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.
- (d) The **Hospital** agrees to contribute 75% of the billed premiums towards coverage of **eligible** employees in the active employ of the Hospital under the **Blue Cross #9 Dental Plan** in effect as of September 28, 1993 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.
- (e) The Hospital will provide **equivalent** coverage to all **employees** who retire **early and** have not yet reached age 65 and who **are** in receipt of the Hospital's pension plan benefits on the same basis as is provided to active **employees** for semi-private, extended health care **and** dental benefits. **The Hospital will** contribute the same portion towards the billed premiums of these benefits **plans** as is currently contributed by the Hospital to the billed premiums of active employees.

The **early-retired** employee's share towards the billed premium of the insured benefit plans **will be** deducted from his or her monthly pension cheque.

- (f) A copy of **all** current master policies of the benefits referred to in this Article shall **be** provided to the Union.

18.02 Change of Carrier

(The following clause is **applicable** to full-time employees only)

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 shell** provide to the Union, full specifications of the benefit programs contracted for and in effect for employees covered herein.

18.03(a) - Pension

(The following clause is **applicable** to full-time employees only)

**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.

18.03(b) Retirement Allowance

Prior to issuing notice of layoff pursuant to **article 9.08(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 9.08(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.

04 - Benefits for **time employees**

(The following clause is **applicable** to **time employees** only)

**time employees** shall receive in lieu of all fringe benefits (being **vacation pay, sick pay, holiday pay, and** **direct** **or** **indirect** **pay, standard pay, call back pay, reporting pay** **or** **other** **benefits**) a lump sum payment **equivalent to** **two** weeks' salary **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.

allowance, jury and witness duty, bereavement pay, and maternity supplemental unemployment benefits) an amount equal to 14% of his/her regular straight time hourly rate for all straight time hours paid.

## ARTICLE 19 - HEALTH & SAFETY

### 19.01 - Protective Footwear

Effective January 1, 1989 and on that date for each subsequent calendar year, the Hospital will provide \$35 per calendar year to each full-time employee who is required by the Hospital to wear safety footwear during the course of his duties. The employees who will be required to wear safety footwear will be negotiated locally and set out in the Local Provisions Appendix.

Note: The existing central language designating the classifications of employees which are deemed to require appropriate safety footwear shall be transferred to the local appendix.

### 19.02 Joint Occupational 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 Joint Occupational Health and 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 programmes 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 at least one (1) calendar year from the date of appointment which may be renewed for further periods of one year. Time off for such representative(s) to attend meetings of the

Joint Occupational **Health and Safety** Committee **in** accordance with **the foregoing shall be granted and any representative(s) attending** such meetings during their **regularly** scheduled hours of work **shall not lose** regular earnings as a result of such **attendance**.

- (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** employee, a Hepatitis B vaccine.

## **ARTICLE 20 - COMPENSATION**

### **20.01 (a) - 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.

#### 20.01(b) - Job Descriptions

A copy of the current job description for a bargaining unit position shall be made available to the Union upon request. When a new classification which is covered by terms of this collective agreement is created, a copy of the **job** description shall be **forwarded** to the Union **at** the time that the Hospital notifies the local Union of **the** rate of pay pursuant to article 20.01(a) above.

#### 20.02 - Job Classification (NEW)

Where the Hospital revises the job content of an existing classification in such a manner that duties of another classification are assigned to it, the following shall **apply**:

- (a) An employee **who** occupies a position which is revised in accordance with this article, and who is physically **incapable** of **performing** the revised position, will not be required to perform those additional duties which exceed the employee's physical capabilities **provided the** employee's physician provides documentation to the Hospital of **such** limitation.
- (b) In the event an employee presently occupying a position which is revised in accordance with this article requires additional training to perform duties of the revised position the employee **shall** be entitled to a period of training, with due consideration being given to the **employee's** age and previous education at 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."

13 - Promotion to Higher Classification

An employee who is promoted to a higher rated classification within the organization shall be placed in the range of the higher rated classification so that he shall receive less an increase in wage rate than the rate 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).

20.04 - Wages and Classification Premiums

The Wage Schedule referred to in the hospital's expiring collective agreement shall be adjusted and retroactivity shall be paid in accordance with the Implementation Agreement dated June 11, 1997.

The Wage Schedule for all classifications shall be in accordance with the weekly and hourly rates.

20.05 - Progression on the Wage Grid

(The following clause is applicable to Part-time employees only)

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 21 - HOSPITAL OPERATING PLAN

(a) The Union's representative(s) will be included in the consultation and planning process from the early phases of the operating plan development to its final stages of completion, to assist the Hospital in minimizing layoffs or job loss, and in developing labour adjustment strategies where necessary.

(b) Where the Hospital experiences unforeseen circumstances such that will necessitate changes to an operating plan which has been approved by the Ministry of Health, the Hospital agrees that revisions to the operating plan will be carried out in consultation with the Union.



- (c) in furtherance ~~of~~ **the foregoing, the Hospital agrees to provide** to the Union in a timely way any financial and staffing information pertinent to the **operating** plan, or to **any** other re-structuring plan that **would** affect the Union's members.
- (d) It is understood that employee time spent at meetings with the employer in pursuance **of** the above **shall** be deemed to be work time **for** which the employee shall be **paid** by the Hospital at his *or* her regular or premium rate as may be applicable.

## ARTICLE 22 - DURATION

### 22.01 - 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, 1995~~. Upon receipt of such notice by one party or ~~the~~ other, both **parties will** meet thereafter for the purpose of bargaining.

### 2 - 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 16<sup>th</sup> day of March, 1998.

FOR THE LOCAL UNION

Joyce Co. Fry  
Christine Barnes  
Robin Martin  
Mark Legend

FOR THE HOSPITAL

Jeanne Jakubec  
~~[Signature]~~  
Sandra Masses

## APPENDIX OF LOCAL ISSUES

The following provisions, while not being an exhaustive listing, are appropriate for inclusion in an Appendix of Local Issues. Any local issue provisions which existed in the hospital's expiring **collective** agreement shall be continued in the Appendix of Local Issues subject to any changes, deletions or additions resulting from the current round of bargaining.

- Management Rights
- Statement of Religious Purpose
- Recognition
- Union Membership
- Dues Deduction and Remittance and **Dues** Lists
- Constitution of Local Bargaining and Grievance Committees
- Seniority Lists
- Scheduling
- Uniform Allowance
- Sick Leave **Administrative Provisions**
- Designation of Specific Holidays
- **Administrative Provision re Payment of Wages**
- Meal Allowances
- Bulletin Boards
- Mileage Allowance
- Communication to Union
- Vacation Administrative Provisions
- **Pay Day**
- Health & Safety
- Designation of Classifications Required to Wear Safety Footwear

Where a Hospital and a Local Union have reached a settlement of **all** Local Issues, **and** the form in which their agreed issues are to appear in the collective agreement is inconsistent with the foregoing agreement of the central parties, then the local parties may **re-open** negotiations for the **sole** purpose of ensuring that the form of their collective agreement is consistent with the foregoing. Any difficulties in this regard **shall** be submitted to the Implementation Committee for resolution.

### IMPLEMENTATION NOTE RE PREEXISTING CLAUSES

For those headings containing a reference to this note, if the expiring collective agreement applied to part-time employees, the existing provision shall continue, amended as appropriate by any **amendment** to **the** full-time provisions.

## APPENDIX I

### WAGE IMPLEMENTATION NOTE

In order to comply with the requirements of the Social Contract Act, 1993 and the award, employees eligible to be paid as per Wage Schedule "A" are those employees whose earnings (as defined in the Toronto Humber Memorial Hospital settlement) are less than \$30,000 (LICO) for the calendar year, or such other locally agreed annual period for determining LICO status. Employees determined as "non-LICO" will be paid as per Wage Schedule "B".

If, at the end of the calendar year it is determined that a "non-LICO" employee's earnings as per the LICO definition were less than \$30,000 annually, the employees shall receive a retroactive wage payment to the extent that the total of the items included for the purposes of earning under the LICO definition, including wages, does not exceed \$30,000 for the calendar year.

If, at the end of the calendar year it is determined that a "LICO" employee's earnings as per the LICO definition were greater than \$30,000 annually, such employee shall repay to the Hospital the overpayment of wages received in the calendar year to the extent that to do so does not reduce annual LICO earnings below \$30,000. The Hospital may recover the money by payroll deduction, and the employee and the Union agree that this repayment is hereby consented to, for the purposes of the Employment Standards Act.

**CUPE  
Wage Schedule A**

( FULL-TIME / PART-TIME / CASUAL )

CATEGORY	LABOUR CLASS	YEAR	MONTHLY	HOURLY
1	Dietary Aide	1	2,211.51	13.6093
		2	2,243.94	13.8089
		3	2,279.81	14.0296
2	Clerk Typist	1	2,382.24	14.6599
	Decontamination Clerk	2	2,423.22	14.9121
	Distribution Clerk	3	2,467.62	15.1854
	Processing Clerk			
3	Food Production Cook	1	2,561.33	15.7620
	Labourer	2	2,626.56	16.1635
	Printing Clerk	3	2,691.82	16.5650
	Receiver / Storekeeper			
4	Dispatch Clerk	1	2,559.44	15.7504
	Medical Dicta-typist	2	2,612.37	16.0761
	Medical Stenographer	3	2,667.01	16.4124
	Non-Registered Lab Assistant			
5	Admitting Clerk	1	2,404.22	14.7952
	Medical Records Clerk	2	2,438.39	15.0055
		3	2,469.12	15.1946
*6	Registered Nursing Assistant	1	2,881.93	17.7349
		2	2,937.28	18.0755
		3	2,990.20	18.4012
7	Carpenter	1	2,972.13	18.2900
	Electrician	2	3,147.14	19.3670
	Mechanic	3	3,322.17	20.4441
	Painter			
	Plumber			
a	General Service Worker	1	2,285.46	14.0644
		2	2,343.29	14.4203
		3	2,401.13	14.7762

CATEGORY	LABOUR CLASS	YEAR	MONTHLY	HOURLY
9	Carpet Maintenance Man Groundskeeper	1	2,754.14	16.9485
		2	2,896.51	17.8247
		3	2,989.93	18.3996
*10	O.R. Technician	1	2,949.43	18.1503
		2	3,002.37	18.4761
		3	3,055.30	18.8019
11	Accounting Clerk	1	2,536.63	15.6100
		2	2,598.10	15.9883
		3	2,664.71	16.3982
12	Engineer	1	2,840.14	17.4778
		2	2,982.52	18.3540
		3	3,075.95	18.9289
13	Parent Advisor	1	2,913.33	17.9282
		2	3,055.07	18.8004
		3	3,148.99	19.3784
14	Department Aide	1	2,129.75	13.1062
		2	2,162.38	13.3069
		3	2,197.96	13.5259
15	Dishroom Aide Non-Registered Dark Room Assistant	1	2,194.43	13.5042
		2	2,235.42	13.7564
		3	2,279.81	14.0296
16	Accounting Clerk / Computer Operator	1		
		2	2,737.89	16.8485
		3	2,802.79 2,867.67	17.2479 17.6472
17	Soiled Linen Clerk	1	2,355.18	14.4934
		2	2,408.57	14.8220
		3	2,461.96	15.1505
18	Non-Registered Pharmacy Tech Porter	1	2,360.07	14.5235
		2	2,413.02	14.8493
		3	2,467.66	15.1856
19	Registered Pharmacy Tech (Pharmacy Assistant)	1	2,410.04	14.8310
		2	2,463.43	15.1596
		3	2,516.84	15.4883

CATEGORY	LABOUR CLASS	YEAR	MONTHLY	HOURLY
20	Ward Housekeeper	1	2,400.33	14.7712
	O.R. Cleaning Supply Attendant	2	2,432.77	14.9709
		3	2,468.64	15.1916
*21	Senior Ward Clerk	1	2,729.12	16.7946
		2	2,763.39	17.0055
		3	2,794.02	17.1940
*22	Communications Clerk	1	2,660.73	16.3737
	Ward Clerk	2	2,701.70	16.6259
		3	2,746.11	16.8991
23	Non-Registered Nursing Assistant	1	2,725.21	16.7705
		2	2,778.14	17.0962
		3	2,832.78	17.4325
24	Senior Accounting Clerk	1	2,755.47	16.9568
		2	2,808.43	17.2826
		3	2,861.35	17.6083
25	Senior Lab Assistant	1	2,754.99	16.9538
		2	2,809.63	17.2900
		3	2,862.56	17.6158
*26	Physio Assistant	1	2,566.23	15.7922
		2	2,607.21	16.0444
		3	2,651.63	16.3177
27	O.T. Assistant	1	2,543.03	15.6494
		2	2,584.01	15.9016
		3	2,628.42	16.1749

**P.S.**

These *rates* apply only to LICO employees as defined by the *Social Contract Act, 1993*.

**CUPE**  
**Wage Schedule B**

Category	LABOUR CLASS	YEAR	MONTHLY	HOURLY
1	Dietary Aide	1	2,167.93	13.3411
		2	2,199.73	13.5368
		3	2,234.89	13.7532
2	Clerk Typist	1	2,335.30	14.3711
	Decontamination Clerk	2	2,375.47	14.6183
	Distribution Clerk	3	2,419.00	14.8862
	Processing Clerk			
3	Food Production Cook	1	2,510.86	15.4514
	Labourer	2	2,574.81	15.8450
	Printing Clerk	3	2,638.78	16.2386
	Receiver/Storekeeper			
4	Dispatch Clerk	1	2,509.01	15.4401
	Medical Dicta-typist	2	2,560.90	15.7594
	Medical Stenographer	3	2,614.46	16.0890
	Non-Registered Lab Assistant			
5	Admitting Clerk	1	2,356.85	14.5037
	Medical Records Clerk	2	2,390.34	14.7098
		3	2,420.47	14.8952
6	Registered Nursing Assistant	1	2,528.84	17.3898
		2	2,879.40	17.7194
		3	2,931.28	18.0386
7	Carpenter	1	2,913.57	17.9297
	Electrician	2	3,085.13	18.9854
	Mechanic	3	3,256.71	20.0413
	Painter			
	Plumber			
8	General Service Worker	1	2,240.43	13.7873
		2	2,297.12	14.1361
		3	2,353.82	14.485

Category	LABOUR CLASS	YEAR	MONTHLY	HOURLY
9	Carpet Maintenance Man Groundskeeper	1	2,699.87	16.6146
		2	2,839.44	17.4735
		3	2,931.02	18.0370
10	O. R. Technician	1	2,891.31	17.7927
		2	2,943.21	18.1121
		3	2,995.10	18.4314
11	Accounting Clerk	1	2,486.65	15.3025
		2	2,546.91	15.6733
		3	2,612.20	16.0751
12	Engineer	1	2,784.18	17.1334
		2	2,923.75	17.9923
		3	3,015.34	18.5559
13	Parent Advisor	1	2,855.93	17.5750
		2	2,994.87	18.4300
		3	3,086.94	18.9966
14	Department Aide	1	2,087.79	12.8479
		2	2,119.77	13.0447
		3	2,154.65	13.2594
15	Dishroom Aide Non-Registered Dark Room Assistant	1	2,151.19	13.2381
		2	2,191.37	13.4854
		3	2,234.89	13.7532
16	Accounting Clerk/Computer Operator	1	2,683.94	16.5166
		2	2,747.56	16.9081
		3	2,811.17	17.2995
17	Soiled Linen Clerk	1	2,308.77	14.2078
		2	2,361.11	14.5299
		3	2,413.45	14.852
18	Non-Registered Pharmacy Tech Porter	1	2,313.57	14.2374
		2	2,365.47	14.5567
		3	2,419.04	14.8864



Category	LABOUR CLASS	YEAR	MONTHLY	HOURLY
19	Registered Pharmacy Tech (Pharmacy Assistant)	1	2,362.55	14.5388
		2	2,414.89	14.8609
		3	2,467.25	15.1831
20	Ward Housekeeper O. R. Cleaning Supply Attendant	1	2,353.03	14.4802
		2	2,384.83	14.6759
		3	2,420.00	14.8923
21	Senior Ward Clerk	1	2,675.35	16.4637
		2	2,708.94	16.6704
		3	2,738.97	16.8552
22	Communications Clerk Ward Clerk	1	2,608.30	16.0511
		2	2,648.47	16.2983
		3	2,692.00	16.5662
23	Non-Registered Nursing Asst.	1	2,671.51	16.4401
		2	2,723.4	16.7594
		3	2,776.96	17.0890
24	Senior Accounting Clerk	1	2,701.18	16.6227
		2	2,753.09	16.9421
		3	2,804.97	17.2614
25	Senior Lab Assistant	1	2,700.71	16.6198
		2	2,754.27	16.9494
		3	2,806.16	17.2687
26	Physio Assistant	1	2,515.67	15.481 ■
		2	2,555.84	15.7283
		3	2,599.38	15.9962
27	O. T. Assistant	1	2,492.92	15.3411
		2	2,533.09	15.5883
		3	2,576.63	15.8562

**P.S.**

These rates apply only to non-LICO employees as defined by the *Social Contract Act, 1993*.

**LOCAL**  
**COMBINED**  
**FULL-TIME/PART-TIME**

**Collective Agreement**

**between**

**LAURENTIAN HOSPITAL**  
**(hereinafter called the "Hospital")**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES**  
**Local 161**

**Expires: September 28, 1995**

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## **ARTICLE A - MANAGEMENT RIGHTS**

**A-1** The Union recognizes that it is the function of the Hospital to exercise the regular and customary function of management and to **direct** the working force of the Hospital, subject to the terms of this Agreement. The question of whether one of these rights is limited by this Agreement may be decided through the grievance procedure.

### **A-2** Not Discriminatory

The Hospital shall not exercise its rights to **direct** the working force in a discriminatory manner. Nor shall these rights be **used** in a manner which would deprive **present employees** of **their employment** unless through just cause.

**A-3** Notwithstanding Article 3.01, the Laurentian Hospital, as a bilingual institution reserves the right to **make** bilingualism a requirement for **certain** classifications and to remunerate the obtaining or **possession** of this **classification**.

## **ARTICLE B - DEFINITIONS**

**B-1** The Hospital agrees and recognizes the Canadian Union of **Public Employees** and its Local #161 as the **sole** Collective Bargaining Agent for all employees of Laurentian Hospital save and except professional medical staff, graduate and registered nurses, graduate and undergraduate pharmacists; graduate and student dietitians, technical personnel, executive and administrative secretaries; undergraduate nurses, supervisors and those **above** the rank of **supervisor** as well as those who have managerial functions or are employed in a **confidential** capacity in **matters** relating to Labour Relations as defined in the Labour Relations Act, R.S.O. 1970, c.232, and amendments thereto. For purposes of clarity it is understood that **part-time** employees are **those employees** normally **employed** for not more than 24 hours per week.

**Unless** mutually agreed by the Parties, part-time **employees** shall not be used to fill full-time permanent vacancies.

### **B-2** Clarification

It is agreed that the term "technical personnel" **comprises** physiotherapists, occupational therapists, recreational therapists, social workers, early childhood ed. worker, electromyography technicians, psychologists, **electro-shock** therapists, **electroencephalography** technicians, radiology technologists, medical laboratory technologists, and electrocardiography technicians, electronic technicians, and inhalation therapists, speech therapists, **audiometrists**, psychometricians, renal dialysis technicians, **prothetic/orthotics** technicians, hydro-therapy technicians,

health record technicians, health records administrator, and orthopaedic technologists.

**B-3** Wherever the word "employee" is used in this Agreement, it shall mean only the employees defined in Article B above and Article 2 of the central collective Agreement.

**B-4** The employees employed on November 27, 1984, as physiotherapy assistants, occupational therapy assistants, parent advisors, chefs, laboratory attendants, shall continue to be excluded from the bargaining unit while employed in these classifications. New employees, employed by the Hospital in these classifications subsequent to the above date shall be included in the bargaining unit. Article 20.01 (FT), Article 20.01 (PT) shall apply with respect to the establishment of the rate of pay for these new employees. The Hospital agrees to provide a list of employees in the above classification as of November 27, 1984.

**B-5** The Hospital will assign available work to regular part-time employees prior to calling on casual employees, provided that premium cost does not occur.

## **ARTICLE C - RELATIONSHIP**

### **C-1** Union Security

It is agreed that all employees who are eligible to be in the bargaining unit, who have completed their probationary period will be required to pay an amount equal to the current monthly union dues, whether a member or not, so long as the Union is the recognized bargaining agent.

**C-2** The Hospital shall deduct from every employee any monthly dues, initiations, and assessments levied, in accordance with the Union constitution and by-laws of local #161 and owing by the employee to the Union.

**C-3** Deductions shall be made from every pay and shall be forwarded to the bank of the Union's choice within fifteen (15) days after the employees have been paid, accompanied by a list of names of all employees from whose wages the deductions have been made. In April and October, a list of addresses of these employees will also accompany the names. No deductions shall be made if insufficient funds are available from the first pay of the month.

**C-4** The President of local #161 or his/her alternate will make prior verbal arrangements with the Chief Executive Officer of his/her designee to enter on the premises of the Hospital. The Hospital or the Union shall have the right at any time to have the assistance of the President or his/her alternate on negotiations, grievances, or other matters of interest.

- C-5** A copy of **by-laws** and any amendments thereafter which **govern the Hospital Board** and the Corporation **shall** be mailed to the Secretary of the Union within thirty (30) days of **the annual corporation** meeting.
- C-6** The Hospital shall notify the Union of **all** new classifications created inside and outside the bargaining **unit** within **two (2)** weeks of commencement of **employment of** such persons within these classifications.
- C-7** New Employees  
The Hospital **agrees** to acquaint new employees with the fact **that** a Union Agreement is in effect, and with the conditions of **employment** set out **in Article C**.
- C-8** Relationship  
The Union agrees that **any** employee to whom this contract applies may refrain from exercising his **rights** as a member of **the** Union or may cease to be a member **of the** Union.
- C-9** The Hospital will continue to provide **every** second pay **of every month the CUPE** Union - Hours report to **the** Union Executive.

**ARTICLE D - Grievance Procedure - Stewards**

**D-1** It is **mutually agreed** by the parties hereto **that** the **stewards system** shall be as follows:

Pharmacy, <b>CSR</b>	<b>1 steward</b>
Dietary	<b>1 steward</b>
Communications	<b>1 steward</b>
Maintenance, <b>Plant</b> , Stores	<b>1 steward</b>
Housekeeping	<b>1 steward</b>
<b>Ward Clerk, RPN</b>	<b>1 steward</b>
<i>office</i> staff	<b>1 steward</b>
Ward Clerk, RPN (O.R.)	<b>1 steward</b>
Physiotherapy, Occupational Therapy <b>and Infant Development</b>	<b>1 steward</b>

The Union retains **the** right to **appoint an alternate steward(s)** for any or all of the **above-noted units**.

**D-2** Each steward **shall deal** with matters concerning employees **in the department** which he represents; but in **cases** of emergency, he **shall** represent employees in other departments where a steward is **unavailable**.

**D-3** The Union shall give ~~in~~ writing to the Hospital the name of each steward and the department(s) he/she represents and the name of the Chief Steward and Union officials so appointed, ~~before~~ the Hospital shall be required to recognize him/her.

**D-4**                                                                 
The Hospital acknowledges the right of ~~the~~ Union to appoint or otherwise select a grievance committee of three (3) members from among the stewards. The Union agrees to notify the Hospital of the names of the stewards and grievance committee members once a year or whenever changes occur. The Union shall have the right to appoint or otherwise select an alternate member to replace a member who must be absent.

**D-5** Negotiating Committee  
This committee will be comprised of six (6) employees. Payment for attendance at local negotiations shall be limited to five (5) members only.

#### **ARTICLE E - SENIORITY**

**E-1** Seniority List  
The Hospital shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on the bulletin board in April and October of each year.

**E-2** Application Forms  
The Hospital shall provide job posting application forms in duplicate, with one copy for the Hospital and one copy for the employee. Such applications should be given to the Human Resources and receipt will be acknowledged if delivered during normal hours of operation of the Human Resources Department.

#### **ARTICLE F - ATTENDANCE AT WORK**

**F-1** All employees must report to their work area (in uniform where required) at the assigned starting time and remain on duty until five (5) minutes immediately prior to the end of the full working shift.

#### **ARTICLE G - SCHEDULING**

**G-1** This clause shall apply to all classifications.

- a) Employees shall not be required to work more than six (6) consecutive days.
- b) Full-time employees will have a minimum of one weekend off in every two (2) weekends. (Applicable to full-time employees only.)
- c) The schedule shall be posted two (2) weeks in advance and will cover a period of at least eight (8) weeks. All schedules shall be posted within the department and employees shall have the right to view such schedules.

Once posted, the schedule shall not be changed unless by mutual agreement.

- d) When an employee is required to **change** shifts, sixteen (**16**) hours shall be **scheduled** between shifts.
- e) Scheduling objectives shall not be in **effect** during the period **between** December 15 and January 15 to **permit at** least three (**3**) days off at Christmas or at **New Year's** for employees.
- f) Employees shall be allowed the trading **of** days off or of shifts with another employee of their own classification, subject to the approval of **the** immediate supervisor. Such mutual exchanges shall be **in** writing and **shall** not require the Hospital to **pay overtime rate of pay**.
- g) **Requests** by **employees** for **shift** changes which would **otherwise** be contrary to the scheduling provisions of the Agreement will be considered, but **are** **subject** to the approval of the Union and the **Hospital**.
- h) Part-time shifts shall **be** **divided** equally among the regular **part-time** employees that are willing and **qualified** to **do** the **work**.
- i) Regular part-time employees shall receive twenty-four (24) hours' **notice prior** to **the** cancellation of a **pre-scheduled** shift. Notwithstanding the above, in circumstances where the Hospital does not receive twenty-four (24) hours **notice prior** to a full-time employee returning to work **after** an illness, the provisions of this Article shall be waived.
- j) A regular part-time employee must be available as required by the Hospital. The commitment will include the following conditions:
  - 1. Available to work five (5) weekends (Saturday **and** Sunday) in **every** **eight** (8) **week** period with a maximum of **two** (2) consecutive weekends. A third or any additional consecutive weekend shall **be** scheduled by **mutual** agreement.
  - 2. **Available** for days, evenings and night duty. The Hospital will consider individual shift preferences.
  - 3. **Available** to work as scheduled on any shift on **either**.
    - a) Christmas **Day** (4 days including **Christmas** Day)
    - b) New Year's **Day** (4 days including **New Year's** Day)
  - 4. Available to work at least **two** (2) shifts per **week**.



**G-2** Requests by employees to take meal and break periods other than set out in the Agreement will be considered, but are subject to the approval of the Union and the Hospital

**RT - SHARING OF OVERTIME**

... shall be distributed equally among employees who are ill and unable to perform the work that is available.

**H-2** When an employee is required to work on his regularly scheduled day off, he shall be paid at the rate of double time.

**ARTICLE I - OFF TIME BETWEEN SHIFT CHANGES**

**I-1** When an employee is required to change shifts, sixteen (16) hours shall be allowed between shifts. If, however, less time than sixteen (16) hours is allowed between shifts, the employee shall be paid at overtime rates for the period worked before the sixteen (16) hours' time allowed for shift changes has expired.

**I-2 Meal During Overtime**

An employee who is required to work in excess of three (3) hours upon the immediate completion of his regular scheduled shift shall be provided with a meal paid for by the Hospital, or a meal ticket which may be redeemed for four dollars (\$4).

**I-3 Booking Off Shifts**

An employee shall give the Hospital notice of his absence due to an emergency or illness as soon as it is practical to do so.

**ARTICLE J - PAID HOLIDAYS**

**J-1** The following holidays shall be recognized by the Hospital as paid holidays:

- |                            |                      |
|----------------------------|----------------------|
| New Year's Day             | August Civic Holiday |
| 2nd Monday in February     | Labour Day           |
| Good Friday                | Thanksgiving Day     |
| Friday before Victoria Day | Remembrance Day      |
| Victoria Day               | Christmas Day        |
| Canada Day                 | Boxing Day           |

**ARTICLE K - VACATIONS**

**K-1** The provisions set out in the central part of the Collective Agreement may be adjusted to our current vacation plan based on periodic banking

**K-2 Preference in Vacations**

The Hospital will give every consideration to senior employees, but of necessity, the **Hospital** must **reserve** the final decision as to the scheduling of vacations. Such decision shall not be exercised **in** an unreasonable manner.

**K-3 Vacation Scheduling**

Vacation **schedules** *for* the period June 15 to September 15 shall be **posted** by May 1 of each year. Once posted, the employees must provide two weeks' notice when requesting vacation for one or more weeks; except in **the cases of** emergency as mutually agreed between the employer and the employee

**K-4 Unbroken Vacation Period**

An employee shall be entitled to receive his vacation in an unbroken *period* **unless** otherwise mutually agreed upon between the employee concerned **and** the Hospital.

**ARTICLE L-F OF WAGES AND AL**

**L-1 F**

It is agreed and understood by the parties hereto **that pay** **for the ratio of** this Agreement shall be **by second** **When possible, pay of** stubs will be **distributed on** the Friday **preceding the pay day.**

**L-2 Mileage Allowance: Parent Advisors**

A Parent Advisor **required** by the Hospital to travel to locations away from the Hospital (or their office) shall be paid a **mileage** allowance according to the current Infant Development Department Policy.

**ARTICLE M - UNIFORMS AND CLOTHING**

**M-1** Where uniforms are required, the Hospital shall either supply and launder uniforms or provide a uniform allowance of sixty dollars (\$60) per year in a lump sum payment in the first pay period of November of each year.

**ARTICLE N - BULLETIN BOARDS**

**N-1** The Hospital shall provide at least **two** bulletin boards which shall be **placed** so that all employees **will** have access and use of them and 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.

**ARTICLE O - GENERAL**

**O-1 Health Examination**

When required by the Hospital, the employee will submit to a physical examination by employee's doctor, stool examinations and/or culture, including laboratory tests, x-rays, inoculations and vaccinations it being understood that the expenses of such shall be **borne** by **the** Hospital **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. 1979, ch. 378, and amendments thereof **and/or** regulations thereto.

**0-2** These health examinations shall be performed during the **employees'** regular working hours.

**0-3** The Union will have **access to the Hospital photocopying service in the following manner:**

- a) For limited quantities, the Union will be **allowed to do its own photocopying** on a **maximum** of two photocopiers. The location of the photocopiers will be communicated to the Union.
- b) For **large** quantities, and upon giving a **written** request to the **Director of Material Management** or designee at **least seven (7) days** in advance, the Union will be **allowed** to have photocopies done by the **Printing Department**.

In both instances, the **Union** will reimburse the Hospital the applicable photocopying **costs** on a **monthly** basis.

**0-4** Disabled Employees

**Employees** who through age or physical disability are or **become** no longer capable of performing all of the essential duties of **their** work **may, at the** discretion of the Hospital, be retained **in the employment of the Hospital provided suitable work is available**. Terms and conditions of employment **shall be** negotiated between the Hospital and the Union.

**0-5** Health and Safety

**In the event that the Health and Safety Committee member selected** for certification is not a **CUPE** member, the Hospital acknowledges that the Local Union may **provide** for this training for its worker representative. The Hospital agrees to recognize such **CUPE** member or members as "Certified Workers" provided the **training** is in accordance with the **applicable** government regulations.

**0-6** R.P.N. In-Service Education

The parties agree **that** the Hospital shall continue to demonstrate a **commitment** towards ensuring that R.P.N.'s can acquire **and** update the skills that **R.P.N.'s** are required to possess in their functioning in the Hospital.

The Hospital agrees to reimburse the **cost** of tuition fee and **books** on **approved** external courses upon successful completion of course.

**0-7 Certificate of Competence**

- a) A Registered Practical Nurse is required to present to their respective Program Director or her designate on or before February 15th of each year evidence that her Certificate of Registration is in good standing and currently in effect. ~~Such time will be~~ extended for reasons where the College of Registered Practical Nurses of Ontario permits the Registered Practical Nurse's ~~Certificate~~ of Registration to remain in ~~effect~~. ~~If~~ the Registered Practical Nurse's Certificate of Registration is suspended by the College of Registered Practical Nurses of Ontario for non-payment ~~of~~ the annual fee, the Registered Practical Nurse will be placed on nondisciplinary suspension ~~without pay~~. ~~If the~~ Registered Practical Nurse presents evidence ~~that~~ her Certificate of Registration has been reinstated, she shall be reinstated to her position effective upon presenting such evidence.

Should the Registered Practical Nurse be unable to provide evidence of qualification after 90 days from the College of Nurses of Ontario he/she shall be permanently removed from the classification and allowed to *exercise* all bumping rights, under the Collective Bargaining Agreement.

- b) A list of those who fail to present their certificates ~~shall be forwarded~~ to the Union by February 1st of each year.

**0-8 Reinstatement**

Upon receiving notification from the Workers' Compensation Board of the essential duties or ~~alternative~~ suitable work notice, the Hospital agrees to inform the Union and agrees that the Union shall be informed of meetings held with the Hospital and/or the injured worker and/or the Worker's Compensation Board, relating to their return to work. Prior notice shall be given to the Union, in that the Union may have a representative attend such meetings.

**0-9** 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.

**0-10** The parties agree that member(s) of Local 161's Health and Safety Committee shall participate in the revision on the assault in the workplace policy and procedure.

**ARTICLE P MODIFIED WORK**

**P-1** Prior to any member returning on a modified alternate work program the employee may obtain the assistance of a representative of Local 161 in facilitating a return to work program.

**P-2** If requested, the Hospital agrees to supply to the employee a copy of the Workers' Compensation Board Form 7.

### **ARTICLE Q -FRENCH VERSION**

- Q-1** The parties hereby agree that this collective agreement shall be translated and printed in the French language. The Local requests twenty (20) copies in French.
- Q-2** If there should be a discrepancy, conflict or difference in meaning between the English and French versions of this collective agreement, the meaning of the English version shall govern.
- Q-3** Both parties agree that copies of this collective agreement will be distributed to the members of the bargaining unit and to Hospital management, and that the cost of such copies shall be borne equally by both parties.
- Q-4** The Hospital shall prepare within four (4) calendar weeks of the final acceptance of all memoranda (central and local) of settlement, a draft of the new collective agreement for formal signing by both parties.

### **ARTICLE R -RETROACTIVITY**

- R-1** Retroactive payment to individuals relating to the foregoing general wage increases shall be paid within sixty (60) days from the effective date of this Award (i.e. its date of issue) and shall be based on all hours paid from September 28, 1993, for both full-time and part-time employees, and in the case of the latter group, shall include the appropriate recalculated amount tied to the applicable percentage in lieu of benefits payment.

Retroactive payment of wages shall be by separate cheque where the existing payroll system does not allow for payment by separate cheque, the Hospital will supply each employee with a separately written, detailed explanation of retroactive pay calculation made.

Employees who have terminated their employment since September 28, 1993, shall be sent a notice by the Hospital by Registered Mail to their last-known address, and such individuals shall have sixty (60) days from the date of such notice within which to claim retroactive payment.

### **ARTICLE S -VALIDITY OF AGREEMENT**

- S-1** In the event that any of the provisions of this agreement or any practice established hereby is contrary to the provisions of any applicable law hereinafter enacted, this Agreement shall not be deemed to be abrogated but shall be amended so as to conform with the requirements of any such law.
- S-2** Any mutually agreed changes to this collective agreement shall form part of this Agreement.

**ARTICLE T - PROTECTIVE FOOTWEAR**

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

- 1) Maintenance
- 2) Grounds
- 3) Ambulance
- 4) Stores (only where frequently working in storage areas)
- 5) Pottering (as determined by the Hospital) heavy carts on a regular basis, e.g. linen carts, food wagons.

DATED AT SUDBURY, Ontario, this *16<sup>th</sup>* day of *March*, 1998.

**FOR THE UNION**

*Catherine Barrette*  
*Joyce Conroy*  
*Robin Martin*  
*Markus Lyant*

**FOR THE HOSPITAL**

*Jeanne Jakubec*  
*[Signature]*  
*Sandra Niessen*

**LETTER OF UNDERSTANDING**

The parties agree that:

Persons presently working as full-time employees in *the* classification of Processing Clerk and Distribution Clerk will be entitled to remain in their currently assigned area.

Part-time Processing Clerks may be trained in decontamination, and preparation areas, and may be assigned to any of these areas as needed.

Part-time Distribution Clerks may be trained for clinical unit level, linen, and uniform mom work and may be assigned to any of these areas as needed.

Employees accepting future postings as full-time or part-time Processing Clerks and Distribution Clerks may be trained and assigned in all areas applicable to that classification.

**FOR THE HOSPITAL**

Betty Jorgensen  
Eileen Mahood  
Ginette Durocher  
V. A. Poff  
R. M. Beauchamp

**FOR THE UNION**

J. Badgerow  
Jackie D'Aoust  
Judith Dorion  
D. Laframboise  
Anna Sweet

Renewed 1995.

**LETTER OF INTENT**

between

Laurentian Hospital

and

Canadian Union of Public Employees  
Local 161

Employees otherwise excluded from the bargaining units under Article B-4 of the local issues appendices, may be included in *the* bargaining unit on an individual basis where the employee expresses such wish in writing to the Director of Human Resources.

Dated at Sudbury, Ontario, this day of 16 of December, 1985.

**FOR THE LOCAL UNION**

D. Laframboise  
Caroline Markwart Predon  
Louise Renaud-Cardinal  
Judith M. Dorion

**FOR THE HOSPITAL**

V. A. Poff  
E. Mahood  
B. Jorgensen  
Ginette Durocher  
R. M. Beauchamp

Renewed 1995



**LETTER OF INTENT**

The parties agree that:

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

may be matters for discussion at Labour Management 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.

**FOR THE HOSPITAL**

R. M. Beauchap  
V. A. Poff  
Betty Jorgensen  
Eileen Mahood  
Ginette Durocher

**FOR THE UNION**

Judith Dorion  
D. Laframboise  
Anna Sweet  
J. D'Aoust  
J. Badgerow

Renewed 1995

LETTER OF      S I G

between

LAURENTIAN HOSPITAL

and

CANADIAN UNION OF PUBLIC EMPLOYEES  
Local 161

**Job Descriptions:** The Hospital agrees to provide copies of the job descriptions available.

Dated and signed at Sudbury, Ontario on the *26th* day of April 1991.

**FOR THE UNION**

Anna Sweet  
D. Laframboise  
G. Guilbeau

**FOR THE HOSPITAL**

Margaret Murphy  
M. Calvank  
Elaine Birmingham  
Glenn Scanlan  
Ginette Durocher  
Eileen Arkilander

Renewed 1995



