

SOURCE	Hosp. Tal		
EFF.	91	09	29
TERM.	93	09	28
No. OF EMPLOYEES	240		
NOMBRE D'EMPLOYÉS	240		

PART-TIME

COLLECTIVE AGREEMENT

between

LAURENTIAN HOSPITAL

(hereinafter called the "Hospital")

and

CUPE LOCAL 161

Expires: September 28, 1993

MAR 15 1993

0561405

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ARTICLE 1 - PREAMBLE

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

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

1.02 - Feminine/Masculine Pronouns

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

ARTICLE 2 - DEFINITIONS

2.01 - Temporary Employee

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

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

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

2.02 - Part-Time Commitment

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

2.03- Regular Part-Time Employee

Regular part-time employees shall mean those employees who make a written commitment to the Hospital to be available on a 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 lack of activity in the Union.

ARTICLE 4 - STRIKES & LOCKOUTS

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

ARTICLE 5 - UNION SECURITY

5.01 - T4 Slips

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

5.02 - Notification to Union

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

5.03 - Employee Interview

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

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

5.04 - No Other Agreements

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

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

ARTICLE 6 - UNION REPRESENTATION AND COMMITTEES

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

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

6.02 - Labour-Management Committee

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

An equal number of representatives of each party **as** mutually agreed shall meet at a time and place mutually satisfactory. A request for a meeting hereunder will be made in Writing

prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of grievance or negotiations for the amendment or renewal of this agreement.

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

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

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

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

13 - 1 Bargaining Committee

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

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

6.04 - Central Bargaining Committee

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

the point of arbitration. Upon reference to arbitration, the Negotiating Committee members shall receive unpaid time off for the purpose of attending arbitration hearings.

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

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

6.05 - Union Stewards

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

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

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

It is agreed that Union stewards have their regular duties and responsibilities to perform for the Hospital and shall not leave their regular duties without first obtaining permission from their immediate supervisor. If, in the performance of his duties, a Union steward is required to enter an area within the Hospital in which he is not originally employed, he shall report his presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming his regular duties and responsibilities, such steward shall again report to his immediate supervisor. A Union steward shall suffer no loss of earnings for time spent in performing the above duties during his regular scheduled working hours.

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

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

6.06 - Grievance Committee

The Hospital will recognize a Grievance Committee composed of the Chief Steward and not more than (as set out in Local Provisions Appendix) employees selected by the Union

who have completed their probationary period. A general representative of the Union may be present at any meeting of the Committee. The purpose of the Committee is to deal with complaints or grievances as set out in this Collective Agreement.

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

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

ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE

- 7.01 For purposes of this Agreement, a grievance is defined **as** a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the agreement including any question as to whether a matter is arbitrable.
- 7.02 At the time formal discipline is imposed or at any stage of the grievance procedure **an** employee shall have the right upon request to the presence of his/her steward. In the case of suspension or discharge the Hospital shall notify the employee of this right in advance.
- 7.03 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly **as** possible, and it is understood that **an** employee has no grievance until he has first given his immediate supervisor the opportunity of adjusting his complaint. Such complaint shall be discussed with his immediate supervisor within nine (9) calendar days after the circumstances giving rise to it have occurred or **ought** reasonably to have come to the attention of the employee and **failing** settlement within nine (9) calendar days, it shall then be taken up **as** a grievance within nine (9) calendar days following advice of his immediate supervisor's decision in the following manner and sequence:

Step No. 1

The employee may submit a written grievance signed by the employee to his immediate supervisor. The grievance shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement which are alleged to be violated. The immediate supervisor will deliver his decision in writing

within nine (9) calendar days following the day on which the grievance was presented to him. Failing settlement, then:

Step No. 2

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

Step No. 3

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

ARTICLE 9 - SENIORITY

9.01 - Probationary Period

A new employee will be considered on probation until he has completed forty-five days **(45)** of work (or **337.5** hours of work for employees whose regular hours of work are other than the standard work day), within any twelve **(12)** calendar months. Upon completion of the probationary period he shall be credited with seniority equal to forty-five **(45)** working days. With the ~~written~~ consent of the Hospital, the probationary employee and the President of the Local Union or designate, such probationary period may be extended. Any extensions agreed to will be in writing **and** will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration.

9.02 - Definition of Seniority

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

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

9.03 - Loss of Seniority

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

- (a) resigns;
- (b) is discharged and not reinstated through the grievance/arbitration procedure;
- (c) is retired;
- (d) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Hospital of such absence and providing to the Hospital a satisfactory reason;
- (e) has been laid off for twenty-four **(24)** months;

- (f) if the employee has been laid off and fails to return to work within seven (7) calendar days after that employee has been notified by the Hospital through registered mail addressed to the last address on the records of the Hospital, subject to any special provisions regarding temporary vacancies noted under the heading of Layoff and Recall;
- (g) is absent due to illness or disability for a period of thirty (30) calendar months from the time the disability or illness commenced.

9.04 - Job Posting

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

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

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

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

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

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

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.

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.

a) 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.

b) 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 3.

c) 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 9.04 - "Job Posting".

9.05 - Transfer and Reassignment Outside the Bargaining Unit

Effective for employees transferred 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 he shall be credited with the seniority held at the time of transfer and resume accumulation from the date of his return to the bargaining unit.

- (c) In the event ~~an~~ employee transferred out of the bargaining unit under (b) above is returned to the bargaining unit within a period of six (6) calendar months he shall accumulate seniority during the period of time outside the bargaining unit."

9.06 - 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 one (1) month (30 days) during which the Hospital will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned without loss of seniority to his former duties on the same shift in the same department ~~and~~ at the appropriate rate of pay, subject to any changes which would have occurred had he not transferred.

9.07 - Notice and Redeployment Committee

- (a) Notice

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

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

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

(b) Redeployment Committee

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

(i) Committee Mandate

The mandate of the Redeployment Committee is to:

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

(ii) Committee Composition

The Redeployment Committee shall be comprised of equal numbers of representatives of the Hospital and of the Union. The number of

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

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

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

(iii) Disclosure

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

(iv) Alternatives

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

At the time of submitting any plan concerning rationalization of services and involving the elimination of any position(s) or any layoff(s) to the District Health Council or to the Ministry of Health, the Hospital shall provide a copy, together with accompanying documentation, to the Union.

9.08 - Layoff and Recall

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

- (a) accept the layoff; or
- (b) opt to receive a separation allowance as outlined in Article 9.10; or

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

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

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

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

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

An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided he or she has the ability to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been complete.

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

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

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

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

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

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

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

9.09 - Retraining;

(a) Retraining for ~~it~~ within the H~~i~~

Where, with the benefit of retraining of up to six (6) months, an employee who has either accepted the layoff or who is unable to displace any other employee could be redeployed to a hospital position identified by the Redeployment Committee in accordance with Article 9.07(b)(i):

- (i) Opportunities to fill vacant positions identified by the Hospital Redeployment Committee through retraining shall be offered to employees who apply **and** would qualify for the position with the available retraining in order of their seniority until the list of any such opportunities is exhausted. Opportunities to fill vacancies outside of CUPE bargaining units may be offered by the Hospital in its discretion.
- (ii) The Hospital and the Union ~~will~~ cooperate so that employees who have received notice of permanent layoff and been approved for retraining in order to prevent a layoff ~~will~~ have their work schedules adjusted in order to enable them to participate in the retraining, and scheduling and seniority requirements may by mutual agreement be waived. The Redeployment Committee will seek the assistance of the Hospital Training and

Adjustment Panel (HTAP) to cover the cost of tuition, **books** and any travel.

- (iii) Apart from any on-the-job training offered by the Hospital, any employee subject to layoff who may require a leave of absence to undertake retraining in accordance with the foregoing shall be granted an unpaid leave of absence which shall not exceed **six** (6) months.
- (iv) Laid-off employees who are approved for retraining in order to qualify for a vacant position within the Hospital will continue to receive insured benefits.

(b) Placement

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

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

(c) Regional Redeployment Committee

A joint committee of the participating hospitals and local unions identified in Appendix "A" shall meet prior to June 30, 1993, and will establish Regional Redeployment Committees to identify employment opportunities and to facilitate and arrange for the redeployment of laid off employees.

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

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

9.10 - Separation Allowances

- a) Where an employee resigns within one (1) month (**30** days) after receiving notice of layoff pursuant to article 9.07(a)(ii) that his or her position **will** be eliminated, he or she shall be entitled to a separation allowance of two (2) weeks' salary for each

year of continuous service to a maximum of twelve (12) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand (\$3,000) dollars.

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

9.11 - Portability of Service

An employee hired by the Hospital with recent and related experience may claim consideration for such experience at the time of hiring on a form to be supplied by the Hospital. Any such claim shall be accompanied by verification of previous related experience. The Hospital shall then evaluate such experience during the probationary period following hiring. Where in the opinion of the Hospital such experience is determined to be relevant, the employee shall be slotted in that step of the wage progression consistent with one (1) year's service for every one (1) year of related experience in the classification upon completion of the employee's probationary period. It is understood and agreed that the foregoing shall not constitute a violation of the wage schedule under the collective agreement.

9.12 - Technological Change

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

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

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

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

ARTICLE 10 - CONTRACTING OUT

10.01 - Contracting Out

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

10.02 - Contracting In

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

ARTICLE 11 - WORK OF THE BARGAINING 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.

12.03(a) Full-Time Position with the Union

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

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

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

12.03(b) - Leave for OCHU President

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

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

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

12.04 - Bereavement Leave

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

12.05 - Jury & Witness Duty

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital, the employee shall not lose regular pay because of such attendance provided that the employee:

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

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

12.06 - Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such

time she shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.

- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (d) Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave ~~as~~ provided under this Agreement who has applied for and is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 18 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between ninety-three percent (93%) of her normal weekly earnings and the sum of her weekly unemployment insurance benefits and any other earnings. Receipt by the Hospital of the employee's unemployment insurance cheque stubs shall constitute proof that she is in receipt of Unemployment Insurance pregnancy benefits.

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

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

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

- (e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave on the basis of what the employee's normal regular hours of work would have been.
- (f) The Hospital will continue to pay the percentage in lieu of benefits and its share of pension contributions during the period of pregnancy leave. The Hospital will register those benefits as part of the Supplemental Unemployment Benefit Plan with the Unemployment Insurance Commission.

- (g) Subject to any changes to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

12.07 - Parental Leave

- (a) Parental leaves will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) **An** employee, who qualifies for parental leave, other than **an** adoptive parent, shall give written notification of at least two (2) weeks in advance of the date of the commencement of such leave and the expected date of return.
- (c) For the purposes of this article, parent shall be defined to include a person with whom a child **is** placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child **as his** or her own.

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.

- (d) **An** employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (e) Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave **as** provided under this Agreement who has applied for and is in receipt of Unemployment Insurance parental benefits pursuant to Section 18 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit for a period not exceeding ten (10) weeks. That benefit shall be equivalent to the difference between ninety-three percent (93%) of the employee's normal weekly earnings and the sum of his or her **weekly**

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

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

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

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

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

12.08 - Education Leave

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

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

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

12.09 - Pre-Paid Leave Plan

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

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

employee is participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan. The employee will not be eligible to participate in the disability income plan during the year of the leave.

- (i) **An** employee may withdraw **from** the plan at any time during the deferral portion provided three (3) months notice is **given** to the Hospital. Deferred salary, plus accrued interest, if any, will be returned to the employee within a reasonable period of time.
- (j) If the employee terminates employment, the deferred **salary** held by the Hospital plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (k) The Hospital will endeavour to find a temporary replacement for the employee **as** far in advance **as** practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. The Hospital will give the employee **as** much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to the employee within a reasonable period of time.
- (l) The employee will be reinstated to his or her former position unless the position has been discontinued, in which case the employee shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Hospital in order to authorize the Hospital to make the appropriate deductions from the employee's pay. Such agreement will include:
 - (i) A statement that the employee is entering the pre-paid leave program in accordance with this Article of the collective agreement.
 - (ii) The period of **salary** deferral and the period for which the leave is requested.
 - (iii) The manner in which the deferred salary is to be held.

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

ARTICLE 13 - ~~INJURY~~ & DISABILITY

13.01 Injury Pay

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

13.02 - Payroll Deduction for Union Sponsored LTD Plan

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

ARTICLE 14 - HOURS OF WORK

14.01 - Daily & Weekly Hours of Work

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

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 Periods

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

ARTICLE 15 - PREMIUM PAYMENT

15.01 - Definition of Regular Straight Time Rate of Pay

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

15.02 - Definition of Overtime

Where an employee is required to work more than seven and one-half (7 ½) hours in a day, he shall be paid for such additional hours at the premium rate defined in 15.03.

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 ($1 \frac{1}{2}$) their regular hourly earnings. Call-back time 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 ~~shall~~ be paid a shift premium of forty-five cents (45¢) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours. The same forty-five (45¢) per hour will be paid as weekend premium for all hours worked between 2400 hours Friday **and** 2400 hours Sunday, or such other 48-hour period as may be agreed **upon by** the local parties.

ARTICLE 16 - HOLIDAYS

16.01 - Payment for Working on a Holiday

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 (1½) her straight time hourly rate of pay for ~~all~~ hours worked on such holiday.

16.02 - Payment for Working Overtime on a Holiday

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

ARTICLE 17 - VACATIONS

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

a) Progression on Vacation Schedule (part-Time]

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

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

b) Part-Time Vacation Entitlement. Qualifiers and Calculation of Payment

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

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

If a paid holiday falls or is observed during **an** employee's vacation period, he 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 (1½) times his basic straight time rate for all hours so worked. To replace the originally scheduled days on which such work was performed, the employee will receive one (1) vacation lieu day off for each day on which he has so worked.

ARTICLE 18 - BENEFITS FOR PART-TIME EMPLOYEES

18.01 - Benefits for Part-Time Employees

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

Article 18.02 - Retirement Allowance

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

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

ARTICLE 19 - HEALTH & SAFETY

19.01 Accident Prevention - 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 Accident Prevention - 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 co-operate reasonably in providing necessary information to enable the Committee to fulfil its functions.
- (e) Meetings shall be held every second month or more frequently at the call of the chair, if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) Any representative appointed or selected in accordance with (b) hereof, shall serve for a term of 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 Accident Prevention - 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 - 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.

20.02 - Promotion to a Higher Classification

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

20.03 - Wages and Classification Premiums

See wage schedule attached.

20.04 - Progression on the Wage Grid

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

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

ARTICLE 21 - DURATION

21.01 - Term

This agreement shall be binding and continue in effect **and** shall continue from year to year unless either party gives written notice to the other party of its desire to bargain for amendments within ninety **(90)** days prior to the termination date of September 28, 1993. Upon receipt of such notice by one party or the other, both parties will meet thereafter for the purpose of bargaining.

21.02 - Central Bargaining

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

during the period commencing forty-five days prior to the termination date of this Agreement.

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

Dated at *Aldbury*, Ontario, this *21* day of *December* 199*7*

FOR THE LOCAL UNION

[Signature]
Daniel Jolicœur
Joyce Castongue
[Signature]

FOR THE HOSPITAL

Henri Richard
Joanne Jébo
[Signature]

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
- Transfer to Lower Paying Classifications
- 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

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.

EFFECTIVE: JANUARY 01, 1994**CUPE SALARY INFORMATION**

(FULL-TIME/ PART-TIME/ CASUAL)

LABOUR CLASS		YEAR	MONTHLY	HOURLY
1	Dietary Aide	1	2167.93	13.3411
		2	2199.73	13.5368
		3	2234.89	13.7532
2	Clerk Typist Communication Clerk Decontamination Clerk Distribution Clerk Occupational Therapist Assistant Physiotherapy Assistant Processing Clerk Ward Clerk	1	2320.68	14.2811
		2	2360.85	14.5283
		3	2404.38	14.7962
3	Food Production Cook Labourer Printing Clerk Receiver/ Storekeeper	1	2510.86	15.4514
		2	2574.81	15.8450
		3	2638.78	16.2386
4	Dispatch Clerk Medical Dicta-typist Medical Stenographer Non-Registered Lab Assistant Non-Registered Nursing Assistant	1	2481.39	15.2701
		2	2533.27	15.5894
		3	2586.84	15.9190
5	Admitting Clerk Medical Records Clerk Senior Ward Clerk	1	2348.73	14.4537
		2	2382.21	14.6598
		3	2412.35	14.8452
6	Registered Nursing Assistant Senior Lab Assistant	1	2534.96	15.5998
		2	2588.53	15.9294
		3	2640.41	16.2487
7	Carpenter Electrician Mechanic Painter Plumber	1	2913.57	17.9297
		2	3085.13	18.9854
		3	3256.71	20.0413
8	General Service Worker	1	2240.43	13.7873
		2	2297.12	14.1361
		3	2353.82	14.4850

EFFECTIVE: JANUARY 01, 1994

CUPE SALARY INFORMATION

(FULL-TIME / PART-TIME / CASUAL)

LABOUR CLASS		YEAR	MONTHLY	HOURLY
9	Carpet Maintenance Man Groundskeeper	1	2699.87	16.6146
		2	2839.44	17.4735
		3	2931.02	18.0370
10	O.R. Technician Senior Accounting Clerk	1	2606.94	16.0427
		2	2658.84	16.3621
		3	2710.72	16.6814
11	Accounting Clerk	1	2494.78	15.3525
		2	2555.04	15.7233
		3	2620.33	16.1251
12	Engineer	1	2784.18	17.1334
		2	2923.75	17.9923
		3	3015.34	18.5559
13	Parent Advisor	1	2854.31	17.5650
		2	2993.25	18.4200
		3	3085.33	18.9866
14	Department Aide	1	2087.79	12.8479
		2	2119.77	13.0447
		3	2154.65	13.2594
15	Dishroom Aide Non-Registered Dark Room Assistant	1	2151.19	13.2381
		2	2191.37	13.4854
		3	2234.89	13.7532
16	Accounting Clerk / Computer Operator	1	2683.94	16.5166
		2	2747.56	16.9081
		3	2811.17	17.2995
17	Soiled Linen Clerk	1	2308.77	14.2078
		2	2361.11	14.5299
		3	2413.45	14.8520
18	Non-Registered Pharmacy Tech Porter	1	2313.57	14.2374
		2	2365.47	14.5567
		3	2419.04	14.8864

EFFECTIVE: JANUARY 01, 1994

CUPE SALARY INFORMATION

(FULL-TIME / PART-TIME / CASUAL)

LABOUR CLASS		YEAR	MONTHLY	HOURLY
19	Registered Pharmacy Tech (Pharmacy Assistant)	1	2362.55	14.5388
		2	2414.89	14.8609
		3	2467.25	15.1831
20	Ward Housekeeper	1	2260.40	13.9102
		2	2292.21	14.1059
		3	2327.37	14.3223
21	Senior Ward Clerk	1	2390.98	14.7137
		2	2424.56	14.9204
		3	2454.60	15.1052

**LOCAL
PART-TIME**

Collective Agreement

between

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

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
Local 161**

Expires: September 28, 1993

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LOCAL PART-TIME

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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 Recognition

The Hospital agrees and recognizes the Canadian Union of Public Employees and its local #161 as the sole and exclusive collective bargaining agent of all employees employed for not more than twenty-four (24) hours per week at Hôpital Laurentien-Laurentian Hospital, save and except professional medical staff; graduate and registered nurses; graduate pharmacists; undergraduate pharmacists; pharmacists; graduate dietitians; 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 Act, R.S.O. 1970, c. 232, and amendments thereto and employees covered by any other existing collective agreement.

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, prosthetic/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 (Full-time and Part-Time) 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 Where possible, the Hospital will attempt to assign the available work to regular part-time employees prior to calling on casual part-time employees.

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

- C-5 The President of local #161 or his/her alternate will make prior verbal arrangements with the Chief Executive Officer or 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-6 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-7 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-8 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 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.

ARTICLE D - GRIEVANCE PROCEDURE - STEWARDS

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

Pharmacy, C.S.R.	2 stewards
Dietary	2 stewards
Communications	2 stewards
Maintenance, Plant, Stores	2 stewards
Housekeeping	2 stewards
Ward Clerk, R.N.A.	2 stewards
Office Staff	2 stewards
Ward Clerk, R.N.A. (O.R.)	2 stewards
Physiotherapy, Occupational Therapy & Infant Development	1 steward

There shall be a total of seventeen (17) stewards to represent the full-time and part-time units.

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

D-3 The Union shall notify the Hospital in writing of 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 Grievance Committee

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 shall have the right to appoint or otherwise select an alternate member to replace a member who must be absent. The Union agrees to notify the Hospital of the names of the Stewards and Grievance Committee members, **and** alternate, once a year or whenever changes occur.

D-5 Negotiating Committee

This committee will be comprised of six (6) or less employees to represent the full-time and part-time bargaining units. 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 - SCHEDULE POSTING

F-1 Hours of Work

The Hospital will post two (2) weeks in advance for a period covering eight (8) weeks a schedule which will include those hours the Hospital in its opinion feels it can preschedule for regular part-time employees. It is understood such posting is for the information of employees only and is not a guarantee that the employees will work such hours.

Part-time shifts shall be divided equally among the regular part-time employees that are willing and qualified to do the work.

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

F-2 Attendance at Work

All employees must report to their work areas (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.

F-3 Requests by employees to take meal and break periods other than as set out in the Agreement will be considered, but are subject to the approval of the Union and the Hospital.

F-4 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.

F-5 Meal Allowance

An employee 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**).

F-6 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 G - WAGES

G-1 Pay Days

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

ARTICLE H - PAID HOLIDAYS

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

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

ARTICLE I - UNIFORMS AND CLOTHING

I-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 J - GENERAL

J-1 Health Examinations

When required by the Hospital, the employee will submit to a physical examination, 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 regulation thereto. These health examinations shall be performed during the employees' regular working hours.

J-2 French Version

The parties hereby agree that this collective agreement **shall** be translated and printed in the French language.

If there should be a discrepancy, conflict or difference in meaning between the English and French versions of the collective agreement, the meaning of the English version shall govern.

- J-3 Both parties agree that copies of this collective agreement will be distributed to the members of the bargaining unit and the Hospital management, and that the cost of such copies shall be borne equally by both parties.
- J-4 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 Materiel 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.

J-5 Bulletin Boards

The part-time unit may use the full-time unit's bulletin boards.

J-6 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 be retained in the employment of the Hospital provided suitable work is available. In such cases the wage provisions of this Agreement may not apply for such employees and the Hospital shall have the right to establish what it considers an equitable rate of pay after consultation with the Union.

- J-7 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-8 The Hospital shall notify the Union of employees who reach the age of sixty-five (65) and who remain as employees of the Hospital.

J-9 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.

J-10 R.N.A. In-service Education

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

J-11 Certificate of Competence

The parties agree that all Registered Nursing Assistants must present their certificates of competence by February 15 of each year to the designated person in the Nursing Department.

A list of those who fail to present their certificates by the required date shall be forwarded to the Union.

J-12 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 Workers' 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.

J-13 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.

ARTICLE K - RETROACTIVITY

K-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 re-calculated 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 the 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 L- VALIDITY OF AGREEMENT

L-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.

DATED AT SUDBURY, Ontario, this 21 day of December 1994

FOR THE UNION

[Signature]
Daniel Jolicœur
Joyce Castongue
[Signature]

FOR THE HOSPITAL

[Signature]
Jeanne Jakubik
[Signature]

LAURENTIAN HOSPITAL

and

CANADIAN UNION OF PUBLIC EMPLOYEES
Local 161

CONDITIONS OF EMPLOYMENT

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.

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

DATE _____

Signature _____

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 the replenishment, decontamination, and preparation areas, and may be assigned to any of these areas as needed.

Part-time Distribution Clerks may be trained for nursing unit level, linen, and uniform room 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 1993

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 Dec., 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 1993.

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

FOR THE UNION

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

Renewed 1993.