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**AGREEMENT**

|                   |         |    |    |
|-------------------|---------|----|----|
| SOURCE            | Company |    |    |
| EFF.              | 96      | 07 | 01 |
| TERM.             | 99      | 06 | 30 |
| No. OF EMPLOYEES  | 170     |    |    |
| NOMBRE D'EMPLOYÉS | CB.     |    |    |

Between

**THE SAULT STE. MARIE AND DISTRICT  
GROUP HEALTH ASSOCIATION**

and

**THE CANADIAN UNION  
OF PUBLIC EMPLOYEES**

and its

**LOCAL No. 894, C.L.C.**

**July1, 1996 -June30, 1999**

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THIS AGREEMENT, made and entered into this 20th day of November, 1996.

Between:

**SAULT STE, MARIE AND DISTRICT  
GROUP HEALTH ASSOCIATION**

(hereinafter referred to as the "Employer")

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL #894, C.L.C.**

(hereinafter referred to as the "Union")

WITNESSETH: That the parties hereto have agreed as follows:

**ARTICLE #1 • PURPOSE**

The purpose of this Agreement is to establish mutually satisfactory relations between the Employer and the Union, to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.

**ARTICLE #2 • SCOPE**

The Agreement shall apply to all employees of the Sault Ste. Marie and District Group Health Association save and except the President and Chief Executive Officer; Chief Operating Officer; General/Senior Managers; Secretaries to the above; Administrative Assistant to the Medical Group; Administrative Assistant to the Medical Director; Department ~~Heads~~; Optometrists; Registered Nurses; ~~2~~ **Bookkeepers**; Administrative Assistant; Coordinator, Employee Assistance Services; Coordinator, Industrial Rehabilitation Services; Human Resources Department; Safety Officer; Departmental Assistant; Coordinator, Continuous Quality Improvement; Coordinator, Trust Fund; Administrative Clerk Typist.

**ARTICLE #3 - UNION RECOGNITION**

The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for all employees covered by Article #2 - SCOPE, in respect of hours of work, wages, and all other conditions pertaining to this Agreement.

**ARTICLE #4 - NO DISCRIMINATION**

There shall be no discrimination by the Employer or the Union against any employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, handicap, age, marital status, family status, record of offence as defined in the Human Rights Code, or because of membership in the union or political affiliation.

**ARTICLE #5 - MANAGEMENT RIGHTS**

It is agreed that the Employer has the right to manage all departments, direct the working forces, and to hire, promote, transfer, demote, to lay off, suspend, discipline or discharge employees for just cause, provided however, that the Employer agrees that any exercise of these rights in conflict with the provisions of the Agreement may be subject to the provisions of the Grievance Procedure; to maintain order, discipline and efficiency, and to make **and** alter from time to time rules and regulations to be observed not inconsistent with the provisions of this Agreement.

**ARTICLE #6 - NO STRIKES OR LOCKOUTS**

The Union agrees that there will be no interruptions, work stoppage, strike and or any other interference with the Employer's operation during the term of this Agreement. There shall be no lockout by the Employer.

**ARTICLE #7 - DISCIPLINE, SUSPENSION AND DISCHARGE**

7:01 A permanent employee, who in the opinion of the Employer, is not performing her **duties** satisfactorily will be given a verbal warning in the presence of a shop **steward**, if any notation is to be made in her record, indicating her performance is not satisfactory. The warning will include the manner in which the **performance** is unsatisfactory, the remedial action desired by the Employer, and an indication of the time within which the performance is to be brought up to a satisfactory level.

7:02 If the **performance** of a permanent employee continues to be unsatisfactory after the time period required in the verbal warning, or if the performance is deemed **as** sufficiently unsatisfactory **as** to require stronger action the employee and the secretary of the union will be notified in writing that her work is unsatisfactory **within** thirty (30) days of the unsatisfactory performance becoming known to the **supervisor**. This **notice** will include particulars of the work performance deemed unsatisfactory, the remedial action sought by the supervisor and the time within which the remedial action is to be accomplished. The employee's reply to a written notice will be in writing within five(5) working days of her receipt of the notice. The supervisor's notice and employee's reply will become part of the employee's record. Failure of the employee to follow this procedure will be regarded **as an** acceptance of the expression of dissatisfaction and the notice will remain in the employee's record.

- 7:03 Failure of an employee to improve her performance to an acceptable level within the time limit may result in suspension or discharge subject to the right of the employee to grieve. ·
- 7:04 The notice of dissatisfaction in the employee's record shall not be used in a manner detrimental to the employee in the follow instances:
- (a) when eighteen (18) months have elapsed since a suspension provided there has ~~been~~ no recurrence of the same, a similar and/or any other infraction;
- (b) when twelve (12) months have elapsed since the issuance of a letter of reprimand provided there has been no recurrence of the same, a similar or any other infraction.
- 7:05 Corrective action may vary according to the severity of the problem.
- 7:06 The employment of probationary employees may be ~~terminated~~ at any time during the probationary period without recourse to the Grievance Procedure.
- 7:07 If a permanent employee is suspended or discharged and if she believes she has ~~been treated~~ unjustifiably, she ~~shall~~ have the right to have her grievance taken up under the Grievance Procedure starting at Step 2 if the grievance is presented in writing within three (3) days after the suspension or discharge.

**ARTICLE #8 - GRIEVANCE PROCEDURE**

8:01 It is the mutual desire of the parties that complaints or grievances shall be resolved ~~as~~ promptly as possible.

8:02 **STEP 1**

Any complaint, including a complaint regarding sexual harassment, shall first be discussed by the employee with her immediate supervisor ~~as soon as~~ possible but in any event not later than five (5) days following the event giving rise to the complaint. The essentials of ~~the~~ complaint and a suggested remedy will be presented by the employee.

The employee may have a steward present at this meeting. The immediate supervisor of the employee will be notified of the desire to meet prior to the meeting. ~~Following~~ the meeting the supervisor will have three (3) working days in which to give a written reply.

If no remedy for the complaint is found at this stage, the complaint will ~~be~~ put in writing within three (3) working days and regarded as a grievance.

8:03 STEP 2

The grievance shall be in writing and shall include the details of the grievance and the sections of the Agreement in violation. It will then be sent to the supervisor or her designate by the Grievance Committee. A meeting shall be ~~arranged between~~ both parties within five (5) working days of receipt of the grievance by the supervisor. The supervisor shall give a reply to the Grievance Committee within five (5) working days of the receipt of the grievance by the supervisor. The supervisor shall give a reply to ~~the~~ Grievance Committee within five (5) working days of the date of the meeting. In either instance a mutually agreeable extension of time may be ~~arranged~~. Failing settlement at this Step the matter may be ~~referred~~ to arbitration.

Unless the supervisor receives a reply from the Grievance Committee within five (5) working days of the receipt of the reply the grievance will be determined to have been resolved.

8:04 Any difference arising directly between the Union and the Employer concerning the ~~interpretation~~, application or administration of the terms or provisions of this Agreement may be submitted by the Union at Step 2 of the Grievance Procedure providing that the grievance, in addition to the conditions determined in the preceding paragraph shall be signed by the President of the Union.

8:05 Wage Grievances

When a grievance which affects an employee's rate of pay is settled in her favour, it shall be made retroactive to the time the violation occurred.

**ARTICLE #9 - ARBITRATION**

9:01 If any difference of opinion relating to the interpretation, application, or alleged violation of this Agreement cannot be settled after exhausting the Grievance procedure, they may be ~~settled~~ by Arbitration as defined in Section 44 (1) of the Ontario Labour Relations Act.

9:02 Each of the ~~parties~~ shall ~~bear~~ the expense of the Arbitrator appointed by it and the ~~parties~~ shall bear equally the ~~expense~~ of the third party and any costs of the place of the hearing of the Arbitration, if the necessity arises.

9:03 The Board shall have the ~~power~~ to dispose of any discharge or a discipline grievance by any arrangement which in its opinion it deems just and equitable.

ARTICLE #10 - UNION SECURITY

- 10:01 All employees covered by Article 2 - SCOPE, as a condition of employment, shall become and ~~remain~~ members in ~~good~~ standing of the Union according to the Constitution of the Union.
- 10:02 The Canadian Union of Public Employees will certify in writing to the Employer the Union dues currently in effect under the Union's Constitution. The Union agrees that it will provide the Employer with thirty (30) days notice of any change in Union dues to be deducted.
- 10:03 (a) Deduction of union dues shall be made every second Friday from the earnings of all employees in the bargaining unit. The total amount of union dues deducted in the year will be shown on the employee's annual tax information report.
- (b) The first deduction in the ~~case~~ of a new employee shall be made at the time of the regular payroll deduction in the month following the month in which she enters the bargaining unit. This deduction will include a one time initiation fee.
- (c) (i) A cheque for the full amount of required Union deductions shall be remitted to the Treasurer of the Union no later than the sixth working day of the month following, accompanied by the names of all employees from whom wages the dues have been deducted, the amount of dues paid, the number of hours worked, and whether each employee is full-time, part-time or casual and indicating any employee who has completed their probationary period in the previous month.
- (ii) Annually the Employer will produce a list of all employees showing their addresses, telephone numbers and job classification.
- 10:04 No contract, written or oral, shall be entered into between an employee and the Employer or any of its duly authorized representatives, on matters relative to hours of work, ~~salaries~~, working conditions, promotions, demotions, or any conditions affecting the welfare of the employees in general.

ARTICLE #11 • ██████████

- 11:01 The Employer acknowledges the right of the Union to appoint or otherwise select the following:
- (a) five (5) stewards;
- (b) a Negotiating Committee of not more than four (4) employees, one of whom shall be the President of the Union;

(c) a Grievance Committee of not more than four (4) members; one member shall be an officer of the Union, the remaining members will be selected from among the stewards.

(d) an Occupational Health and Safety Committee of not more than two (2) CUPE members;

(e) a Cooperative Consultation Committee of not more than two (2) CUPE members, one of whom shall be the President of the Union.

11:02 (a) Representatives and members of committees must obtain permission from their immediate supervisor before absenting themselves from their place of duty to engage in any activity relating to the affairs of the Union. Such permission shall not be unreasonably withheld but shall be subject to the practicality of staff replacement necessary in the interest of maintaining efficient operations and the highest standard of service.

(b) No Union activities or meetings will be carried out during regularly scheduled hours or on the Employer's premises without the express permission of the immediate supervisor.

(c) The Union will advise the Employer of the names of representatives and committee members.

(d) The Employer shall pay employees their respective salaries for all regularly scheduled time while attending mutually agreed upon meetings as committee members of the Union or while engaged in the legitimate business of the Union subject to 11:02(a) and (b).

(e) A representative of the Canadian Union of Public Employees shall have access to the Employer's premises at reasonable times with permission of the President and Chief Executive Officer in order to investigate or assist in the settlement of grievances.

#### **ARTICLE #12 - SENIORITY**

12:01 (a) The parties recognize that job opportunities and security shall increase in proportion to length of service. Therefore, it is agreed that in all cases of vacancy, promotion, layoff and re-hiring, senior employees shall be entitled to preference when qualifications as required by the Employer to perform the work are equal.

(b) In recognition, however, of the responsibility of management for effective operation it is understood and agreed that in all such cases management shall have the right to pass over an employee if she does not have the ability to perform the work, subject to the right of the employee to grieve.



(c) Recognizing that job **security** shall increase in proportion to length of service and that it is the responsibility of management to maintain effective operations, the following guidelines will be implemented during **work** shortages:

(i) **Work** shortages of less than five (5) days expected duration will not be considered a layoff although every effort will be made to find work, on a seniority basis, for these employees if requested. Replacement hours provided through this clause will correspond to approximate hours that otherwise would have been worked.

(ii) **Work** shortages of five (5) or more days will be considered a layoff.

(iii) All cases of work shortages, layoffs or decreases in the **work** force resulting in a bumping situation will be discussed with the Union prior to their implementation.

(d) An employee who is subject to layoff shall have the right to:

(i) accept layoff; or

(ii) bumps the least senior employee in the Same position first, then the same or lower job level providing they have the ability and qualifications to perform the normal duties of the job without training other than orientation.

The decision of the employee to choose 12:01 (d)(i) or (ii) above shall be given in writing within five (5) working days following the notification of layoff. Employees failing to do so will be deemed to have accepted the layoff.

Employees electing to bump will be paid the applicable ~~rate~~ for the job but will advance through the Schedule of Progressive Rates for the new job as though no change had occurred.

An employee will lose these rights should they decline a comparable position for which they are qualified and able.

(e) (i) Full-time employees will bump the least senior full-time or part-time employee.

(ii) Part-time employees will bump the least senior part-time employee.

(iii) Part-time employees will not bump full-time employees.

(iv) Should no permanent position be available employees may bump to casual status, where applicable, and will maintain recall rights in accordance with 12:06 (c) (ii).

(f) The bumping procedures will not deplete a department of its regular staff to the extent that the effective operation of the department will be impaired.

(g) Recall notice will be by Registered Mail to their last place of residence recorded with the Employer, and if they fail to report within seven (7) days after the mailing of such notice, the Employer shall be under no obligation to re-employ them.

(h) When qualifications and abilities to perform the work are equal, employees will be recalled in order of seniority. No new employees will be hired until those laid off have been given opportunity to return to work in accordance with above.

(i) The least senior Appointment Services Clerk displaced due to a transfer of their work shall be the first considered for the work that is transferred.

12:02 A list showing the seniority of full-time and part-time employees as calculated in 12:03(b) of all employees covered by the Agreement shall be compiled twice each year in January and July. A copy of this seniority list will be posted on the bulletin board designated for Union use and a copy will be sent to the Union.

12:03 (a) Newly hired employees shall be considered probationary for a period of 490 hours worked from their last date of hiring subject to the provisions of 13:06(b). During the probationary period employees shall be entitled to all rights and privileges of this Agreement except with respect to Article 7 - DISCIPLINE, SUSPENSION AND DISCHARGE; ARTICLE 15 - LEAVE OF ABSENCE, with the exception of 15:02 (b) and 15:03; ARTICLE 20 - UNIFORMS; ARTICLE 21 - HEALTH BENEFITS and except as otherwise provided in this Agreement,

(b) After completion of the probationary period seniority shall be calculated as follows:

(i) for full-time employees  
- from the last date of hire;

(ii) for part-time employees  
- the cumulative time worked from the last date of hire. Time may be expressed in years by dividing the cumulative hours worked by the annual normal hours scheduled for full-time employees.

(c) Casual or temporary employment will not be used in calculating seniority, except as outlined in Article 27:04 and 27:05.

- 12:04 Protests in regard to seniority standing must be submitted in writing thirty (30) days from the date the seniority list is posted. When proof of error is presented by the employee or her representative, such error will be **corrected** and when ~~so~~ corrected the ~~agreed~~ upon seniority date shall be final. No change in the seniority status of an employee shall be made unless concurred in by the Union.
- 12:05 **An** employee within the bargaining unit transferred to a job not in the bargaining unit, but still in the employ of the Employer, who reverts to the bargaining unit within six **(6) months** of such transfer shall return to her former position in the bargaining unit without loss of seniority rights **as** though she were on leave of absence. The Employer shall notify the Union of all persons ~~so~~ transferred.
- 12:06 (a) Seniority shall be retained and accumulated when an employee is absent from work under the following circumstances:
- (i) approved leave of absence with pay;
  - (ii) when in receipt of illness allowance;
  - (iii) when in receipt of Workers' Compensation;
  - (iv) when on pregnancy or adoption leave of absence.
- (b) Seniority shall be retained but not accumulated when an employee is absent from work under the following circumstances:
- (i) for a period of twenty-four **(24)** months for a continuous illness;
  - (ii) for the period that an employee is in receipt of Long Term Disability benefits relating to her inability to perform her own job;
  - (iii) when laid off due to reduction in the staff for a period of one year or **less**;
  - (iv) when on approved leave of absence without pay;
  - (v) when on a disciplinary suspension.
- (c) Seniority shall be lost and employment terminated when an employee is absent from work under the following circumstances:
- (i) resignation;
  - (ii) laid off more than one year;
  - (iii) **is** absent from work for a period of twenty-four **(24)** months for a **continuous** illness;
  - (iv) discharged for just **cause**;
  - (v) failed to return to work on the date specified in a recall notice without reasonable excuse;
  - (vi) failed to **return** to work after completion of a leave of absence granted by the Employer;

(vii) utilizes a leave of absence for purposes other than those for which the leave was granted;

(viii) is absent from work for three (3) working days without reasonable excuse.

(d) A permanent employee will retain seniority when transferring from a part-time position to a full-time position and vice versa.

A permanent full-time or part-time employee who transfers to a casual position will retain seniority for the purposes of bidding on posted jobs.

A casual employee who transfers to a permanent part-time or full-time position will retain seniority.

#### ARTICLE #13 - JOB POSTING

13:01 (a) All vacant, newly created and limited classifications will be posted according to the following schedule:

(i) all newly created permanent positions - five (5) working days;

(ii) temporary vacancies and limited classifications

- over one year: five (5) working days;

- over six months to less than a year, except for statutory Pregnancy/Parental Leave: two (2) working days:

- under six months and for statutory Pregnancy/Parental Leave: none required.

(iii) Vacancies due to employees absent from work in accordance with provisions outlined in 12:06(b)(i) and (ii) will be posted in accordance with 13:01(a)(ii). If the employee is able to return to work within twenty-four (24) months she will resume her position. If she is not able to return to work within twenty-four (24) months the employee filling the position previously posted in accordance with 13:01(a)(ii) will be considered permanent in that position.

Should no position be readily available the returning employee shall be given the opportunity to exercise her seniority in accordance with Article 12:01.

(iv) It is agreed that experience gained while filling a temporary vacancy of less than **six (6)** months will not take precedence over seniority if the job is later **posted**. Experience gained while filling a **posted** temporary vacancy of more than six (6) months will be considered as fulfilling the **necessary** qualifications for the job if it is later **posted** as a permanent position.

(v) The Employer will advise the Union on a monthly basis of all hours worked by **casual** and temporary employees during the previous month. The list will show the name and status of the employees along with the departments in which they were working.

(vi) Where it is established over a period of three (3) months that one **part-time** employee's hours in one position would constitute a full-time job that position must be **posted**.

(b) Any resulting vacancy arising from an employee's successful application to a **job posted** in accordance with 13:01(a) will be posted for two (2) **working** days.

(c) The notice of posting shall include a summary of the qualifications and duties involved, the salary rate and the name of the person to whom application should be made.

(d) A copy of the posting will be forwarded to the President and Secretary of the Union and the name of the successful applicant will be posted and unsuccessful applicants will be notified.

(e) Where the vacancy occurs as a result of

(i) insufficient notice by **an** employee that she will not be available for work

- or -

(ii) a requirement on management to provide leave for an employee to engage in Union affairs

the vacancy may be filled in any manner deemed most appropriate by **the** Employer.

13:02

(a) During the scheduled posting period **regular** employees will have an opportunity to apply for such positions before temporary or **non-employees are** considered.

(b) Applications from regular employees will not be given preference after the posting is removed; subject to Article 13:07.

(c) Applications from probationary employees may not be accepted by the Employer.

(d) When an employee has been granted a new position as a result of a job posting, that employee may be passed over if she applies for another job until she has completed 1957.5 hours of work.

(e) Applications for jobs for downward or lateral job level will only be accepted in unusual circumstances.

13:03 (a) Within fifteen (15) working days the Employer shall either post the position as referred to in paragraph 13:01(a) or inform the Union that they do not intend to fill the position.

(b) Within five (5) working days after the removal of the posting the Employer shall notify the successful candidate in writing.

(c) The successful applicant will move to her new position as soon as possible.

13:04 (a) A Limited Classification shall mean a classification which is for a limited duration, not exceeding twelve (12) months or such longer period as may be mutually agreed upon between the Employer and the Union.

(b) The notice of posting of a Limited Classification will indicate its probable duration.

13:05 On the termination of a vacancy posted in accordance with Article 13:01(a)(ii) the regular employee who filled it shall revert to the classification and former position held immediately preceding her transfer.

13:06 (a) Where the successful applicant is a permanent employee she shall be given a trial period of 326 hours in the new position. Such trial period may be extended by mutual agreement.

(b) Where the successful applicant is a probationary employee she must complete a probationary period of 490 hours worked in one job.

(c) In the event that an applicant proves unsatisfactory during that period, she shall be given the opportunity of returning to her former position and any other employee who may have been promoted or transferred as a consequence of the initial promotion shall be returned to her former position.

(d) Prior to acceptance of a new position it is the employee's responsibility to understand the duties and work environment to ensure their compatibility with the job. If at any time during the first 163 regular hours worked in the new position, it is seen as untenable, the employee shall be given the opportunity of returning to her former position and any other employee who may have been promoted or transferred as a consequence of the initial posting shall be returned to her former position.

13:07 The Employer agrees that employees will be given reasonable opportunity to make application for vacancies in permanent positions within the bargaining unit which occurred while an employee was on vacation or other paid leave of absence. The application must be made within two (2) working days of the employee's return from vacation or in the case of other paid leaves, within twenty (20) days of the job being posted.

**ARTICLE #14 - WAGES**

14:01 The Joint Evaluation Committee System used to describe and evaluate jobs, which is implemented upon ratification, is incorporated into this Agreement as Schedule "A" and its provisions shall apply as if set forth in full herein.

14:02 Each employee's job shall be described and classified and a rate of pay applied to such employee in accordance with the provisions of this Agreement.

14:03 A Schedule of Progressive Rates applies to each job in the respective job level for the period of time as follows:

**(i) Job Levels A to J inclusive:**

- (1) Step 1: Probationary Rate;
- (2) Step 2: after 490 hours worked;
- (3) Step 3: after 2447.5 hours worked.

**(ii) Job Levels K to S inclusive:**

- (1) step 1: Start
- (2) Step 2: after 1957.5 hours worked;
- (3) Step 3: after 3915 hours worked;
- (4) Step 4: after 5872.5 hours worked;
- (5) Step 5: after 7830 hours worked

| LEVEL | POSITION                                     |       |       |       |   |   |
|-------|--|-------|-------|-------|---|---|
|       |  | 1     | 2     | 3     | 4 | 5 |
| A     | Housekeeper                                  | 12.26 | 12.51 | 12.77 |   |   |
| B     | Diagnostic Imaging - File Clerk              | 12.63 | 12.90 | 13.16 |   |   |
|       | Medical Records Clerk                        | 12.63 | 12.90 | 13.16 |   |   |
|       | Receptionist - Vision & Eye Care             | 12.63 | 12.90 | 13.16 |   |   |
|       | Senior Housekeeper                           | 12.63 | 12.90 | 13.16 |   |   |
|       | Van Driver                                   | 12.63 | 12.90 | 13.16 |   |   |
|       | Groundskeeper                                | 12.63 | 12.90 | 13.16 |   |   |
|       |  | 13.01 | 13.28 | 13.55 |   |   |
|       | Surgery Clerk I                              | 13.01 | 13.28 | 13.55 |   |   |
| D     | Appointment Services Clerk                   | 13.40 | 13.68 | 13.96 |   |   |
|       | CSR Operator                                 |       |       |       |   |   |
|       | Diagnostic Imaging Clerk                     | 13.40 | 13.68 | 13.96 |   |   |
|       | Office Services Clerk                        | 13.40 | 13.68 | 13.96 |   |   |
|       | Registration Services Clerk                  | 13.40 | 13.68 | 13.96 |   |   |
| E     | Coding Clerk                                 | 13.80 | 14.08 | 14.37 |   |   |
|       | Registration Serv. Clerk (evening & weekend) | 13.71 | 13.99 | 14.28 |   |   |
| F     | Laboratory Assistant                         | 14.21 | 14.50 | 14.80 |   |   |
|       |  | 14.21 | 14.50 | 14.80 |   |   |
|       |  | 13.71 | 13.99 | 14.74 |   |   |
|       |  | 13.71 | 13.99 | 14.74 |   |   |
|       |  | 13.71 | 13.99 | 14.74 |   |   |
|       |  | 14.60 | 14.91 | 15.22 |   |   |
|       |  | 14.64 | 14.95 | 15.25 |   |   |
|       |  | 14.64 | 14.95 | 15.25 |   |   |
|       |  | 14.60 | 14.91 | 15.22 |   |   |
|       |  | 15.07 | 15.39 | 15.70 |   |   |
|       |  | 15.07 | 15.39 | 15.70 |   |   |
|       |  | 15.07 | 15.39 | 15.70 |   |   |
|       |  | 15.07 | 15.39 | 15.70 |   |   |
|       | Physical Therapy Assistant                   | 15.07 | 15.39 | 15.70 |   |   |
| I     | Physician's Assistant                        | 15.53 | 15.86 | 16.18 |   |   |
|       | Secretary - Psychiatry                       | 15.53 | 15.86 | 16.18 |   |   |
|       | Sr. Accounts Receivable Clerk                | 15.53 | 15.86 | 16.18 |   |   |
|       | Sr. Registration Services Clerk              | 15.53 | 15.86 | 16.18 |   |   |
| J     | Optician                                     | 15.99 | 16.33 | 16.66 |   |   |
|       | Ophthalmic Medical Assistant                 | 15.32 | 15.64 | 15.96 |   |   |
|       | Secretary - Counselling                      | 15.32 | 15.64 | 15.96 |   |   |



| LEVEL | POSITION                                 | FOR PERIOD JULY 1/96 THROUGH JUNE 30/99 (HOURLY RATES) |       |       |       |       |
|-------|--|--|-------|-------|-------|-------|
|       |  | STEPS:   |       |       |       |       |
|       |  | 1  | 2     | 3     | 4     | 5     |
| K     | E.C.G. Technologist                      | 12.77  | 13.57 | 14.36 | 15.16 | 15.96 |
|       | Health Care Assistant                    | 12.77  | 13.57 | 14.36 | 15.16 | 15.96 |
|       | Senior Credit Clerk                      | 12.77  | 13.57 | 14.36 | 15.16 | 17.14 |
| L     | Fitness Trainer                          | 13.65  | 14.50 | 15.35 | 16.21 | 17.06 |
|       | Senior Billing                           | 13.51  | 14.36 | 15.20 | 16.05 | 16.89 |
|       | X-ray Technologist +                     |  |       |       |       |       |
| M     | Scheduling Assistant                     | 14.57  | 15.48 | 16.39 | 17.30 | 18.21 |
| N     | Carpenter                                | 15.01  | 15.95 | 16.88 | 17.82 | 18.76 |
|       | Chiropracist +                           |  |       |       |       |       |
|       | Communication Coordinator<br>Dietitian + | 15.01  | 15.95 | 16.88 | 17.82 | 18.76 |
| O     | Counsellor                               | 15.44  | 16.41 | 17.37 | 18.34 | 19.30 |
|       | Laboratory Technologist +                |  |       |       |       |       |
| P     | Communication Disorders, Assistant       | 15.05  | 15.99 | 16.93 | 17.78 | 18.81 |
|       | Physical Therapist +                     |  |       |       |       |       |
|       | Ultrasound Technologist +                |  |       |       |       |       |
| Q     | Audiologist                              |  |       |       |       |       |
|       | Psychometrist *                          |  |       |       |       |       |
|       | Senior Physical Therapist +              |  |       |       |       |       |
| R     | Clinical Analyst *                       |  |       |       |       |       |
| S     | Stress Management Advisor *              |  |       |       |       |       |

e Position paid market rate shown in 14:04 (a)(ii)  
 \* Position paid pay equity rate shown in 14:04 (a)(iii)

14:04 (a) (ii) Market Adjusted Positions and Rates:

| POSITION                | FOR PERIOD JULY 1/96 THROUGH JUNE 30/99 (HOURLY RATES) |       |       |       |       |
|-------------------------|--|-------|-------|-------|-------|
|                         | STEPS:   |       |       |       |       |
|                         | 1  | 2     | 3     | 4     | 5     |
| X-ray Technologist      | 17.96  | 19.08 | 20.21 | 21.33 | 22.45 |
| Chiropracist            | 18.06  | 19.18 | 20.31 | 21.44 | 22.57 |
| Dietitian               | 17.96  | 19.08 | 20.21 | 21.33 | 22.45 |
| Laboratory Technologist | 17.96  | 19.08 | 20.21 | 21.33 | 22.45 |
| Physical Therapist      | 19.14  | 20.34 | 21.54 | 22.73 | 23.93 |
| Ultrasound Technologist | 18.22  | 19.36 | 20.50 | 21.64 | 22.78 |
| Audiologist             | 19.63  | 20.86 | 22.09 | 23.31 | 24.54 |

14:04 (a) (iii) Pay Equity Adjusted Positions and Rates:

| POSITION                  | FOR PERIOD JULY 1/96 THROUGH JUNE 30/99 (HOURLY RATES) |       |       |       |       |
|---------------------------|--|-------|-------|-------|-------|
|                           | STEPS:   |       |       |       |       |
|                           | 1  | 2     | 3     | 4     | 5     |
| Psychometrist             | 19.14  | 20.34 | 21.54 | 22.73 | 23.93 |
| Clinical Analyst          | 19.14  | 20.34 | 21.54 | 22.73 | 23.93 |
| Stress Management Advisor | 19.14  | 20.34 | 21.54 | 22.73 | 23.93 |

14:05 The established step rate shall apply to each employee during such time as the employee is assigned to the respective levels in accordance with the provisions of this Agreement.

14:06 (a) (i) Each employee on a job shall be assigned to the applicable step rate for the job on the basis of work on the job with the progression from one applicable step rate to the next higher applicable step rate to be at intervals of work as specified in section 14:03.

(ii) For the positions in levels K through S, Section 14:04, the Employer may place employees on the scale that will appropriately reflect their current applicable experience.

(b) (i) In recognition that certain jobs require extraordinary training periods not allowed for in the Schedule of Progressive Rates certain employees will be required to complete a full year at a training level which will be one job level lower than the actual job level. Upon commencement of a position requiring the extraordinary training period the employee will be placed on the appropriate step of the lower job level and will progress through that Schedule of Rates as though it was the actual job level.

After successfully completing the training period the employee will be placed on the actual step rate as though they had been on that scale since commencement of employment in that job.

(ii) It is also recognized that any such job description is classified to represent the job after successful completion of the extraordinary training period and that each incumbent is not qualified to perform all functions in a satisfactory manner until that time.

14:07 Out-of-Line Differentials

An out-of-line differential shall be established where, as the result of job evaluation, an employee receives a rate of pay greater than the applicable step rate specified in Article 14:04.

14:08 The Employer shall furnish to the Union a list of incumbents who are to be paid out-of-line differentials in accordance with the terms of this Agreement, and such list shall contain the following:

- (a) name of employee to whom out-of-line differential is being paid;
- (b) job title of job on which out-of-line differential is being paid;
- (c) job level of such job;
- (d) position rate of such job;
- (e) applicable step rate at which out-of-line differential applies;
- (f) amount of out-of-line differential;
- (g) date such out-of-line differential became effective.

- 14:09 A general wage adjustment to the Schedule of Progressive Rates shown in Article 14:04 and any lateral or vertical movement on the job grid will be used to eliminate an out-of-line differential.
- 14:10 Notwithstanding the provisions outlined in Article 14:09, the out-of-line differential will remain in effect unless promotion or transfer to a higher rate of pay. Out-of-line differentials will be eliminated with demotion or successful application to lower classified position.
- 14:11 An employee returning to her former position within her probationary period will have the out-of-line differential reinstated, except as it may have been reduced or eliminated by provisions outlined in 14:09.
- 14:12 (a) Temporary Transfer
- In case of a temporary transfer an employee's rate assignment shall not be changed except as required for progression to a higher applicable rate level, if any, as provided in Section 14:06. The rate assignment of an employee temporarily transferred to a job in a higher job level shall not be changed until the employee occupies the job for a period of three (3) consecutive working days at which time the employee's rate assignment shall be changed retroactively to the first day the employee occupied the job. When filling the same vacancy on all subsequent occasions, the employee occupying the job shall receive the higher rate at once. At the end of the temporary assignment the employee shall revert to the applicable rate of her regular job. Hours worked on a temporary assignment shall be credited towards progression on the employee's regular job.
- (b) Salary progression in the employee's regular job level shall occur while relieving in a lower job level.
- 14:13 (1) Promotion to a Higher Job Level
- For job levels A through J, an employee shall receive the Step 2 rate for such higher job level or, if greater, the attained rate for the lower job level. Maximum is payable on completion of 1957.5 hours at the new job level. If an employee has 2447.5 hours worked, she shall move to Step 3 after 326 hours worked in the new position.
- (2) Transfer or Demotion to a Lower Job Level
- For job levels A through J, an employee shall receive the Step 2 rate for such lower job level. Maximum is payable on completion of 1957.5 hours worked in the new job level. If an employee has 2447.5 hours worked, she shall move to Step 3 after 326 hours worked in the new position.

(3) ~~Transfer to Another Job in the Same Level~~

Employee shall progress through salary range as though no transfer had occurred.

14:14 **General**

Any mathematical or clerical errors made in the preparation, establishment or application of job descriptions, job levels or applicable rata shall be corrected to conform to the provisions of this Agreement.

14:15 Except as otherwise provided, no basis shall exist for an employee covered by this Agreement to allege that a salary rate inequity exists and no grievance on behalf of an employee alleging a *salary* rate inequity shall be filed or **processed** during the term of this Agreement.

**ARTICLE #15 - LEAVE OF ABSENCE**

15:01 (a) All requests for leave will be made in writing to the supervisor. All replies will be in writing and will specify the date the employee is to return to work.

(b) Adequate notice must be given the supervisor with due regard to the problems of staffing and general efficiency.

(c) In the event of an emergency the request and permission may be verbal; however, a written outline of the situation must be given to the employee's supervisor within (5) days ~~of~~ the verbal request except in extenuating circumstances.

(d) When leaves of absence without pay are granted in excess of one month, the Employer will not be required to pay ~~or~~ contribute to the cost of any benefits but may allow the continuance of benefits if the employee elects to pay the full cost of the benefits in advance.

(e) The name of any employee who does not return to work on the day specified following a leave except for circumstances beyond her control and where reasonable effort has been made to notify the Employer, will be removed from the seniority roster and the employee will forfeit any severance benefits except those required by law.

(9) Any employee granted an unpaid leave of absence will be required to work at least a period equivalent to the length of the leave before gaining entitlement to payment of Severance pay. Exceptions may be made on compassionate grounds.

15:02 Leaves for Union Activities

(a) Employees elected or appointed **as** salaried representatives of a Union shall be **granted** leave of absence without pay while so engaged, provided written request **is** made by the Union.

(b) Duly appointed delegates shall be granted leave of absence without pay to attend conventions, seminars and schools of the Union. Any leave under this clause shall not exceed three (3) employees at any one time nor more than one (1) employee from any one (1) position **except** for the position of Physician's Assistant which shall be allowed two (2) delegates.

(c) The Union will reimburse the Employer for all pay and benefits incurred during the leave.

15:03 Pregnancy and Adoption Leave

(a) **An** employee who started employment with her Employer at least thirteen (13) weeks before the expected birth **date** shall be granted pregnancy leave of absence up to seventeen (17) weeks duration without pay and should the employee elect, a consecutive maximum of eighteen (18) weeks parental leave of absence without pay.

(b) **An** employee planning to adopt a child or utilize parental leave will notify the supervisor and keep the supervisor informed of the progress of the application. Providing that the employee has been employed by the Employer at least thirteen (13) weeks they will be granted an adoption leave or a parental leave without pay of up to eighteen (18) weeks within thirty-five (35) weeks after the child is born or comes into care of the parent.

(c) Notwithstanding the foregoing, pregnancy, parental and adoption leave of absence shall be administered in accordance with the provisions of the Employment Standards Act.

15:04 Jury Duty and Crown Witness

The Employer shall grant leave of absence without **loss** of seniority to an employee while she **is** required by the **Court** to serve **as** a Juror or Crown Witness. The Employer shall pay such an employee the difference between her normal earnings and the payment she receives for jury duty or **as** a Crown Witness, excluding payment for travelling, meals or other expenses. The employee will present her supervisor with **proof** of service and the amount of pay received **on** a form supplied by the Court.

15:05 Compassionate Leave

(a) In the event of death in the immediate family of the employee (i.e. father, mother, brother, sister, ~~spouse~~, child, father-in-law, mother-in-law, brother-in-law, sister-in-law, guardian, grandparents, step-parents, grandchildren) an employee may request three (3) consecutive days leave of absence from regularly scheduled hours not worked commencing from the date of death for the purpose of attending the funeral.

(b) In recognition of the various personal relationships and responsibilities which exist among different families no **fixed** amount of leave has been established.

(c) It is recognized that the requirements of an employee *can* vary; therefore, the leave of absence from regularly scheduled hours will be ~~granted~~ with pay, however, an appropriate deduction from accumulated sick leave will be made for all regularly scheduled time taken after the third consecutive day. Any such leave will be taken in accordance with Articles 25:04 and 25:05.

(d) Compassionate leave benefits for part-time employees will be pro-rated in accordance with Article 21:04.

15:06 Sick Leave

Refer to Article 21 - HEALTH BENEFITS.

15:07 Special Paid Leave

(a) On and after January 1st, 1972 an employee having completed at least six (6) years of continuous service who has, at January 1st or July 1st of any year, more than 120 days of accumulated sick leave to her credit may elect to take one special paid leave in that or the following calendar year equal to one-half of her credited sick leave days in excess of 120 -

$$\text{(i.e. maximum: } \frac{140 - 120}{2} = 10 \text{ days)}$$

provided that her sick leave credits shall be reduced as of the commencement of such leave by two (2) days for each day of special paid leave and further provided that:

(b) An employee having qualified once for special paid leave shall become entitled to elect such leave once again **as** of January 1st or July 1st, that is the equivalent of two (2) years continuous employment after the preceding qualification date on which she shall then have at least 120 days of accumulated sick leave to her credit. Unpaid leaves of absence will not be used to fulfill the time requirements of this clause.

(c) An employee who has qualified for a special paid leave and who, prior to ~~the commencement of such leave, shall have used any days of sick leave for~~ the purpose of a verified illness, may elect by written notice to the supervisor to defer her qualification date for such leave, and having ~~so elected~~, her qualification date shall be changed to the next following January 1st or July 1st that she shall have accumulated more than 120 days of sick leave credits.

(d) Except by mutual consent, a special paid leave shall be taken in no more than two portions.

(e) Following notification by the Employer an employee ~~may~~ elect to take special paid leave by providing her supervisor with a completed request form.

(f) Scheduling of special paid leave shall be subject to the reasonable staffing requirements of the Employer and shall otherwise conform to the conditions governing scheduling of annual vacations.

(g) It is ~~understood~~ that the scheduling of normal vacations ~~takes~~ precedence over the scheduling of a special paid leave. All vacations will continue to be scheduled in accordance with Article 17 - Annual Vacations. Following April 1 of each year employees entitled to special paid leave may select the period of leave in conjunction with outstanding vacation and in a manner consistent with Article 17.

15:08 **Miscellaneous Leaves**

(a) The granting of **all** miscellaneous leaves, their duration, the number of employees on leave at any time and acceptable reasons for **granting** leaves will be at the discretion of the Employer.

(b) Employees may be granted **up** to three (3) months unpaid leave of absence. Leaves under this provision may be extended by mutual agreement of the Employer and the Union.

(c) Miscellaneous leave will not be granted or **used** for the purpose of engaging in work outside the services of the Employer.

**ARTICLE #16 - PAID HOLIDAYS**

- 16:01 (a) All employees within the scope of the Agreement shall be paid a normal day's pay at their regular rate for each of the following Paid Holidays:
- |                               |                        |
|-------------------------------|------------------------|
| (i) New <del>Year's</del> Day | (vi) Labour Day        |
| (ii) Good Friday              | (vii) Thanksgiving Day |
| (iii) Victoria Day            | (viii) Christmas Day   |
| (iv) Canada Day               | (ix) Boxing Day        |
| (v) Civic Holiday             |                        |

- (b) If the Federal Government proclaims a holiday to fall in February, the Employer will follow the community pattern in declaring it a Paid Holiday.
- 16:02 In the event that any of the above mentioned holidays falls on a Saturday or Sunday a day will be substituted which will be selected by mutual agreement between the Employer and the Union.
- 16:03 (j) In addition to the holidays specified in 16:01(a) each employee shall be entitled to one (1) day off **in recognition** of both her birthday and Remembrance Day, for a **total** of two (2) days. Any such holiday will be taken on a mutually agreeable day during the calendar year in which it falls, providing it is scheduled by September 1st of that year. If the day is not scheduled by that date, it will be assigned by the supervisor.
- (ii) An employee taking a floating Paid Holiday before the actual date(s) of **entitlement** and **before** meeting eligibility requirements is not entitled to pay for the Paid Holiday and will reimburse the Employer for any time paid.
- 16:04 (a) Full-time employees called upon to work on any of the Holidays provided for in this Article shall be paid their regular day's pay plus **time** and one-half (1%) their regular rate per hour for all hours worked with a **guaranteed** minimum of four (4) hours pay.
- (b) Regular part-time employees called upon to work on any of the Holidays provided in Articles 16:01(a) and (b) shall be paid their regular rate of pay for all hours worked plus time and one-half (1½) their regular rate per hour for all hours worked.
- (c) For Paid Holidays not worked, regular part-time employees will be paid an amount equal to their average daily earnings exclusive of overtime for the **time** worked in the thirteen (13) week **period** immediately preceding the Paid Holiday.
- 16:05 (a) Employees to qualify to be paid for a specified Holiday must work their regular shifts before and after the Holiday unless the employee is on vacation, sick leave or paid leave of absence, or a regularly scheduled day off.
- (b) Full-time employees normally scheduled to work may be paid for the Paid Holidays listed in Article 16:01(a) for which they qualify that fall within the first week of an unpaid leave of absence. If the **period** of leave **exceeds** one (1) week there will be no payment for any Paid Holidays falling during that leave.
- 16:06 When the day before Christmas and the day before New **Year's** are regularly scheduled work days the Employer will ~~cease~~ normal activities at 1:00 p.m. Regular employees normally scheduled to work on these days will receive their regular pay for any hours scheduled but not worked as a result of such closing.



- 16:07 The Employer agrees to distribute **as** equally **as** possible among all employees long weekends which **occur** as a result of a Paid Holiday falling on a Friday or Monday.
- 16:08 Employees entitled to Paid Holiday shall not be entitled to sick pay in respect of the same day.
- 16:09 **Casual** employees will be paid in accordance with Employment Standards Act.

**ARTICLE #17 - ANNUAL VACATION**

- 17:01 (a) Consistent with the efficient operation of the Employer employees will be given preference on the basis of seniority with respect to the first selection of their vacation period. Employees will book their first **two (2)** weeks of vacation in accordance with seniority. Once all employees have had the opportunity to book their first two **(2)** weeks vacation, then employees will book remaining vacation entitlement in accordance with seniority.
- (b) (i) In order to post vacation schedules by April 1, employees will select vacation by March 15. Once selected, vacation schedules shall not be changed unless mutually **agreed** to by the Employer and the employee. Employees who do not select their vacation for posting may have their period assigned. The deadline for booking March **break** will be **January 15**.
- (ii) **An** employee who successfully applies to a job posting and transfers into her new department between April 1 and December 31 will select her vacation in accordance with the receiving department's vacation schedule. Consistent with efficient operations, consideration will be given to the employee who has been bumped. If accommodation cannot be provided **the** employee bumping into the department will have to change their request. The employee should avail themselves of the vacation schedule prior to exercising their right to bump. The employee will not be able to **use** seniority to change vacation periods already scheduled. In all subsequent years, vacation will be scheduled in accordance with her seniority.
- (c) The normal minimum vacation period allowed will be one week. When mutually agreed, employees may elect to split one week of vacation. Special Paid Leave **takes precedence** over a split week of vacation.
- (d) When an employee is terminated for any reason other **than** for just **cause**, payment for vacations earned but not taken will be paid on a pro-rated basis.

- 17:02 (a) (i) On the completion of one year's service and annually thereafter employees shall be entitled to vacation with pay on the following basis:
- (i) after one year's service - two weeks;
  - (ii) after three years' service - three weeks;
  - (iii) after eight years' service - four weeks;
  - (iv) after fifteen years' service - five weeks;
  - (v) after twenty-five years' service - six weeks.
- (ii) Vacation pay for regular part-time employees will be paid in an amount calculated as follows:
- (i) Employees with less than three (3) years of continuous service shall be paid 4% of their previous year's earnings.
  - (ii) Employees with three (3) years of continuous service but less than eight (8) years of continuous service shall be paid 6% of their previous year's earnings.
  - (iii) Employees with eight (8) years of continuous service but less than fifteen (15) years of continuous service shall be paid 8% of their previous year's earnings.
  - (iv) Employees with fifteen (15) years of continuous service shall be paid 10% of their previous year's earnings.
  - (v) Employees with twenty-five (25) years of continuous service shall be paid 12% of their previous year's earnings.
- (b) For certain positions it may be necessary to place new employees at the vacation level specified in 17:02(a)(ii). These employees would not progress to the vacation level specified in 17:02(a)(iii) until they had completed the necessary eight (8) years of service. The Union will be advised of all instances when the article is applied.
- (c) All vacations will be taken between January 1 and December 31 in the year following the year in which they were earned. Vacations for the first January 1 to December 31 period worked will be pro-rated according to the number of months worked in the previous year (i.e. the number of months worked by 10112).
- 17:03 Should any of the Holidays provided for in Article 16 - PAID HOLIDAYS, fall during an employee's vacation period, then the employee shall receive an extra day's pay or an equivalent day off which may be added to the vacation period with the exception of 16:06.

17:04 Scheduled vacation periods will be rescheduled to another period when an employee becomes hospitalized as the result of a sickness or non-compensable accident prior to starting vacation. Any rescheduled vacation period under this provision will be in accordance with Article 17:01(b).

At the discretion of the Employer and upon satisfactory written medical verification to be supplied by the employee the word "hospitalized" as used in the Article may be interpreted as meaning immobilized or bedridden at home as if the employee has been hospitalized.

#### ARTICLE #18 - HOURS OF WORK

18:01 (a) The regularly scheduled hours of work shall be thirty-seven and one-half (37½) hours per week and seven and one-half (7½) hours per day Monday to Friday with a minimum of one-half (½) hour allowed for lunch. Regular Saturday hours will be 9:00 a.m. to 1:00 p.m.

(b) If the demands of space, workload, doctors' scheduling or other demands of operation require a change to current departmental scheduling patterns, the Employer reserves the right to change the hours of operation after consultation with the Union.

(b) (i) In order to post vacation schedules by April 1, employees will select vacation by March 15. Once selected, vacation schedules shall not be changed unless mutually agreed to by the Employer and the employee. Employees who do not select their vacation for posting may have their period assigned. The deadline for booking March break will be January 15.

18:02 Notwithstanding the provisions in 18:01 some employees may be required to work on a scheduled basis Monday to Friday as follows:

(a) Employees required to work past 1800 hours as part of their regularly scheduled hours shall receive a premium for each hour worked past that time.

Effective upon ratification, an employee shall receive a premium of 50¢ per hour.

This provision will not apply to special work arrangements.

(b) Normal hours of work for the full-time maintenance staff shall be thirty-Seven and one-half (37½) hours per week to be scheduled according to the present practice except by mutual agreement.

- 18:03 Any full-time employee required to work on Saturday as part of her regular scheduled hours shall receive a corresponding amount of consecutive time off during that week. Saturday work will be divided as equally as possible among the employees in each department as per employee classification.
- 18:04 Employees may be required to work at times other than regularly scheduled hours, however, all such hours will be paid in accordance with Article 19 - OVERTIME.
- 18:05 Employees may be away from their place of work no more than fifteen (15) minutes for a rest period during both the morning and the afternoon.
- 18:06 (i) Where a department posts a schedule, the schedule will be posted no later than 10 a.m. on the Friday preceding the posted period.
- (ii) Where a change to a posted schedule is made within the work week, the supervisor or designate will make every reasonable effort to verbally communicate the change.

#### ARTICLE #19 - OVERTIME

- 19:01 Compensation at the rate of time and one-half (1½) the regular rate per hour will be paid for all hours worked outside of normal hours of work in excess of Seven and one-half (7½) hours per day or thirty-seven and one-half (37½) hours per week.
- 19:02 Where an employee is required for overtime work, overtime will be assigned on a voluntary basis. Where employees within the department decline to work the overtime, it will be assigned to the least senior employee qualified and able to perform the work.
- 19:03 Overtime will be divided as equally as possible among the employees in each department as per employee classification. Such overtime shall be given to regular employees before temporary or non-employees are considered.
- 19:04 In order to qualify for overtime pay the initial period of fifteen (15) minutes must be worked in full. Further overtime will be paid to the nearest fifteen (15) minutes and will be computed on a daily basis.
- 19:05 (a) Notwithstanding paragraph :04 of this Article employees called upon to perform work not continuous with their regular shift shall be entitled to the greater of (i) two (2) hours pay at regular straight time rates; or (ii) pay for the actual time so worked at the applicable overtime rates.
- (b) For the time worked by a full-time employee on Sunday, time and one-half (1½) the employee's regular rate per hour will be paid for all hours worked with a guaranteed minimum of four (4) hours pay.

(c) All regular part-time employees, with the exception of the maintenance staff, required to work Saturday or Sunday will be guaranteed a minimum of four (4) hours pay at their regular rate.

**ARTICLE #20 - UNIFORMS**

20:01 Where the Employer requires an employee to be in uniform, it will be supplied and laundered by the Employer.

20:02 At the discretion of the Employer, however, the employee may be required to supply a uniform in a quality and style deemed suitable by the Employer. In this event the employee shall be reimbursed to a maximum amount of one hundred dollars (\$100.00) on presentation of proof of purchase. An employee will be eligible for reimbursement of the cost of required uniforms up to the maximum allowance following the end of the probationary period and once per calendar year thereafter.

**ARTICLE #21 - HEALTH BENEFITS**

21:01 **Sick Leave**

(a) Effective January 1st, 1997, a permanent employee, after working 490 hours of continuous employment, shall accumulate seven and one-half (7.5) hours of sick leave credits per 163 hours paid, effective from the original date of hire. The employee will be required to verify that her absence was due to illness by submitting a doctor's certificate or other suitable verification, if requested by the Employer. Such sick leave shall be cumulative to a maximum of 1050 hours.

(b) Sick leave credits are not payable to employees requesting a leave of absence for purposes of cosmetic surgery nor to resulting costs or care unless medically necessary and prescribed by a physician.

(c) Sick leave credits are payable at a rate equal to the employee's regular earnings when she is absent from work due to illness or injury until her accumulated sick leave credits have been utilized.

(d) Employees with accumulated sick leave to their credit shall pay to the Employer any moneys paid to them by the Workers' Compensation Board for time lost or an amount equal to the Workers' Compensation Board payment will be deducted from their regular pay cheque. In such cases there will be an appropriate deduction from accumulated sick leave credits in an amount representing the difference between the employee's regular rate and the amount received from the Workers' Compensation Board.

(e) An employee, on termination or retirement, after 19,575 hours of continuous employment, and in accordance with the provision in 15:01(f) will be paid an amount equal to 50% of the accumulated sick leave standing to her credit to a maximum of 120 days provided such employee is not discharged for cause.

(f) cover the cost of required return to work slips to a maximum of \$10.00 per slip.

21:02 For all employees covered by this Agreement and subject to the enrolment rules of the insurer, the Employer will pay 100% of the premium for:

(a) a group life insurance plan with benefits in the amount of twice the employee's expected earnings;

(b) (i) Employees enrolled in the Group Health Centre's pension plan shall maintain their enrolment in HOOPP subject to its terms and conditions. New employees not yet eligible for membership in the plan shall as a condition of employment enrol in HOOPP when eligible in accordance with its terms and conditions.

(ii) Employees will provide the Employer with sixteen (16) weeks written notice prior to commencement of retirement.

(c) a long term disability plan equivalent to that provided by a contract effective April 1, 1974 with the North American Life Assurance Company.

(d) A full-time employee who is sixty (60) years of age and with twenty (20) years of service shall become eligible to receive the following retirement benefits: Dental, Prescription ~~Drugs~~.

The Employer will pay 100% of the cost to provide the retirement benefits.

Retirement benefit coverage is available to the employee providing the employee remains unemployed, is without accessibility to coverage elsewhere and is in receipt of a Group Health Centre pension.

An employee will remain eligible until she is sixty-five (65) years of age or has accessibility to coverage under any other plan.

21:03 For those full-time employees the Employer will also provide:

(a) payment of 100% of the appropriate premium of the Ontario Health Insurance Plan;

(b) payment of 100% of the premium of a prescription drug plan;

(c) payment of 100% of the premium for a dental plan equivalent to Blue Cross Plan No. 9. A rider will be added to the plan to provide for crown and bridge benefits of 50% co-insurance, shared risk basis.

- (i) following ratification: 1995 O.D.A. Schedule of Fees,
- (ii) effective July 1, 1998: 1996 O.D.A. Schedule of Fees.
- (iii) effective July 1, 1999: 1996 O.D.A. Schedule of Fees.

(d) payment of 100% of the premium for an optical plan. The optical plan provides for eye glasses or \$150 towards contact lenses.

(e) payment of 100% of the premium for an emergency travel assistance plan.

21:04 Paid benefits are available to part-time employees on a pro-rated basis. The pro-ration will be calculated by expressing the hours worked during the preceding calendar year as a percentage of full-time hours available in the Same period.

For newly hired employees the regular hours worked in probationary period as a percentage of full-time regular hours available in the Same period will be used in calculation.

#### **ARTICLE #22 - PAY DAYS**

22:01 Pay days shall be every second Friday; however, should a Paid Holiday fall on that day, then the preceding day shall be deemed to be pay day.

22:02 The Employer will show conspicuously in writing on the cheque stub accompanying the wages paid to each employee the following facts:

employee's wage rate, number of overtime hours worked,  
and all deductions made.

#### **ARTICLE #23 - EQUAL PAY FOR EQUAL WORK**

Where an employee has the necessary qualifications and has proven his or her ability to handle the work, there shall be no discrimination between men and women in the matter of appointments or salaries in such position.

#### **ARTICLE #24 - CONTRACTING OUT**

The parties hereto agree that for the term of this Agreement there shall be no contracting out by the Employer of work or services of a kind now performed by employees covered by this Agreement.

**ARTICLE #25 - GENERAL**

- 25:01 Any benefits which may come into existence during the life of this Agreement that are not specifically covered by this Agreement shall remain in effect and shall be deemed to be part of this Agreement and shall be appended thereto.
- 25:02 Employees may be required to take annual or other health examinations. If the employee chooses to have the examination done outside the Centre any costs incurred will be borne by the employee.
- 25:03 The Employer shall keep employees covered by this Agreement informed of who their supervisors or Department Heads are, and the line of authority of such supervisory personnel.
- 25:04 Employees will promptly report to supervisors anything affecting work situations, scheduling, etc.
- 25:05 Employees will notify their supervisor as soon as possible of an illness or other situation which will require an absence from work. When the supervisor is not available, the telephone answering service or the emergency clinic receptionist will take any such messages for transmittal to the supervisor.
- 25:06 Except for working supervisors, emergency situations and conformance to past practice and policy, no work regularly performed by a member of the bargaining unit shall be performed by any other employee unless prior consultation with the Union.
- 25:07 An employee request to access their personnel file will be granted within a reasonable time and in the presence of a member of the Human Resources Department. An employee will not remove any material from their file, but shall be provided with copies of any material, at their expense.
- 25:08 In this Agreement, unless the context otherwise requires, the words importing the singular number or the feminine gender shall include the plural number or the masculine gender as the case may be and vice versa.

**ARTICLE #26 - TECHNOLOGICAL CHANGE**

- 26:01 (a) Technological change shall mean the introduction of technological equipment or a change in work methods directly resulting from the implementation and utilization of technological equipment.
- (b) An employee shall be deemed to be adversely affected if the technological equipment to be used by an incumbent or the resulting work methods affects their ability to carry out the job functions and responsibilities of the job as established prior to its introduction.



(c) Where new skills are required due to the introduction of technological change the Employer shall attempt to provide the necessary training and development in order that the incumbent can continue the duties of the job. Consideration will be given by the Employer to the degree of development required, time constraints for filling the position and obtaining the new skills. Whenever possible the training shall be given during regular hours of work.

(d) Should an employee be displaced from their current position due to an inability to comply with technological change, the employee shall be given the opportunity to exercise her seniority in accordance with Article 12:01.

(e) (i) Where a Registered Technologist is in a lay-off position due to the lack of training on equipment introduced during her term in the job and such training was previously provided to any other junior technologist the Employer shall provide similar training.

(ii) The Technologist will have the necessary qualifications and ability to do the job and the equipment should be of the type customarily used within their specific technology.

(iii) Where the Technologist is not able to develop the skills necessary to comply with the technological change, she will exercise her rights as in (d) of this Article.

(f) Where a new service or technology is introduced into the workplace the Employer will attempt to utilize a bargaining unit employee(s) in filling the newly created position(s); subject to other provisions of this Agreement.

#### ARTICLE #27 - DEFINITIONS

- 27:01 A permanent employee is an employee who has successfully completed a probationary period of 490 hours worked on a specified job from her last date of hire.
- 27:02 A full-time employee is an employee who regularly works 37½ hours per week on a pre-determined basis.
- 27:03 A part-time employee is: (i) an employee who regularly works less than 37½ hours per week on a pre-determined basis; (ii) an employee hired to relieve full-time and/or part-time staff.
- 27:04 (i) A casual employee is an employee whose employment is irregular and sporadic and which may vary in length from day to day and month to month.

(ii) Casual employees shall accumulate seniority on the basis of hours worked. Notwithstanding Article 12:01 (e) (iv), casual employees who do not work during a period of three (3) consecutive calendar months will lose their seniority standing.

Seniority gained by casual employees will be recorded on a separate list and used for the sole purpose of bidding on posted jobs.

The following articles and clauses do not apply to casual employees: Articles 14:03, 15:01, 15:02, 15:04, 15:05, 15:06, 15:07, 15:08, 20 and 21.

- 27:05 A **temporary employee** is an employee who **is** hired after prior consultation with the Union for a predetermined short **period** of time not to exceed 490 hours worked **as** may be mutually extended by both parties and **is** neither probationary or permanent.
- 27:06 A **probationary employee** is an employee serving a probationary **period** as defined in 12:03(a) and 13:06(b). Such an employee **is** not a permanent employee and may be terminated on a lesser standard than a permanent employee.
- 27:07 (a) A **student employee is** an employee who is attending an education facility on a full-time basis. A student employee is excluded from the provision of Articles 12 and 14.
- (b) A student employee will be paid at Step 1, Level A or if in a position normally occupied by a permanent full-time employee will be at Step 1, Level B.
- 27:08 **Regular rate is** the rate of pay for the job level in which an employee is presently working.
- 27:09 A **grievance** is a formal complaint with regards to the interpretation, application or alleged violation of the Collective Agreement.

#### **ARTICLE #28 - SCHEDULES**

Attached hereto and forming an integral part of this Agreement are the following Schedules:

##### **SCHEDULE "A"**

Document describing the process for Job Evaluation (to describe, evaluate and classify jobs).



**ARTICLE #29 - BULLETIN BOARDS**

The Employer shall provide space on designated bulletin boards upon which the Union shall have the right to post notices of meetings and other notices that may be of interest to the employees concerned, providing they are not inimical to the interests of the Employer.

**ARTICLE #30 - VALIDITY OF AGREEMENT**

In the event of any provisions of this Agreement or any practice established hereby being contrary to the provisions of any applicable law hereinafter enacted, this Agreement shall not be, or deemed to be abrogated but shall be amended ~~so as~~ to conform with the requirements of any such law.

**ARTICLE #31 - TERM OF AGREEMENT**

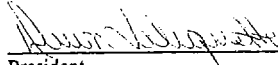
- 31:01 This agreement will generally take effect on the 1st day of July 1996 and will remain in effect until the 30th day of June, 1999.
- 31:02 Notice that amendments are required or that either party intends to terminate this Agreement may only be given within a period of not more than ninety (90) days and not less than thirty (30) days prior to the expiration date of this Agreement, or any anniversary **date** of such **expiration date**.
- 31:03 If notice of amendments or termination is given by either **Party**, the other party agrees to meet for the purpose of negotiating within a period of thirty (30) days prior to the termination date of this agreement.


IN WITNESS HEREOF: The parties hereto have hereunto set their hands and seals this 20th day of November, 1996.


SIGNED ON BEHALF OF  
SAULT STE. MARIE AND DISTRICT  
GROUP HEALTH ASSOCIATION

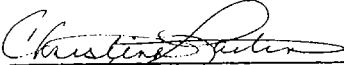
SIGNED ON BEHALF OF  
CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL #894, C.L.C.

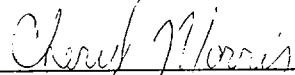
  
For the Board

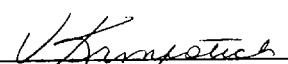
  
President

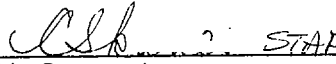
  
Chief Operating Officer

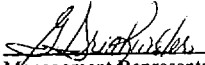
  
Secretary

  
Department Head, Human Resources

  
Union Representative

  
Management Representative

  
Union Representative

  
Management Representative

\_\_\_\_\_  
Union Representative



## GROUP HEALTH CENTRE

240 McNabb Street  
Sault Ste. Marie, Ontario  
Canada P6B 1Y5

Telephone (705) 759-1234  
FAX (705) 759-5555

### LETTER OF UNDERSTANDING

between

SAULT STE. MARIE AND DISTRICT GROUP HEALTH ASSOCIATION

and

CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL #894 C.L.C.

Key staff of private practitioners who join the Algoma District Medical Group (ADMG) and whose patients relocate with them, shall become a member of Local 894 and come in at an entry level job, any other arrangements must be agreed to by the Union.

Dated at Sault Ste. Marie, Ontario this 01 day of November, 1996.

For the Employer

For the Union

V. Kimpotich

A. Kares

A. J. Karsse

Abuse Voliquette

A. Karsse

C. Morris

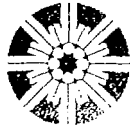
Christina Laine

D. Dandy, Steaco

[Signature]

\_\_\_\_\_

Sault Ste. Marie and District  
Group Health Association



**GROUP HEALTH CENTRE**

240 McNabb Street  
Sault Ste. Marie, Ontario  
Canada P6B 1Y5

Telephone (705) 759-1234  
FAX (705) 759-5555

**LETTER OF UNDERSTANDING**

between

SAULT STE. ~~MARIE~~ AND DISTRICT GROUP HEALTH ASSOCIATION

and

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL #894 C.L.C.**

It is understood that the current relief staffing policy used in Physician Support Services will remain in effect and not be changed without prior consultation with the union.

Dated at Sault Ste. Marie, Ontario this 01 day of November 1996

For the Employer

For the Union

V. Kumpotich  
R. J. P. Lavoie  
A. D. Kuska  
Christine G. B.  
A. J. [Signature]

A. Kares  
[Signature]  
C. Moran  
[Signature]  
[Signature]

Sault Ste. Marie and District  
Group Health Association

## SCHEDULE "A"

### **Article #1 - Purpose**

The joint job evaluation program will be used to:

- (a) collect data relating to job content (job analysis)
- (b) evaluate all jobs within the **scope** of this Agreement to establish a job hierarchy and provide the basis on which to establish internal equity.

### **Article #2 - Process**

- (a) The job evaluation plan used to evaluate CUPE positions is the Peat Marwick Revised **Core Plan**. This is a weighted-point job evaluation plan that measures positions on four criteria: **skill**, effort, responsibility and working conditions.
- (b) A joint job evaluation committee will be composed of three (3) representatives each from Management and the Union.
  - (i) Those members of the joint job evaluation committee from the union shall be granted leave of absence with pay at their current rate and without loss of seniority for **periods** of time spent on committee business, including training. These members will continue to have all the rights and privileges of the collective agreement between the parties, including **access** to the grievance procedures, promotional opportunities and salary increments to which the employee would normally be entitled.
  - (ii) One alternate from the union will be trained in accordance with the provisions of (i) above. This alternate will be used as relief if required.
  - (iii) The members of the committee shall be assured of a return to their original positions that they were in prior to being appointed to the committee
- (c) It shall be the **purpose** of the joint job evaluation committee to:
  - (i) maintain the job evaluation manual
  - (ii) maintain and amend (if necessary) the questionnaire used to collect job data
  - (iii) collect data and review all job questionnaires
  - (iv) evaluate questionnaires for all jobs
  - (v) consider and determine the status of appeals for all evaluated jobs

- (d) In order to compile appropriate data on each job under review, a questionnaire will be used to collect job information. The questionnaire will not be deemed official until the following procedure has been completed:
- (i) The questionnaire has been forwarded to the incumbent(s) and immediate supervisor for completion, review and comment. The questionnaire shall be returned within two weeks of receipt indicating agreement or otherwise. In the case where there is more than one incumbent, incumbent compliance will be recognized through acceptance of a majority of the incumbents.
  - (ii) Where compliance does exist, the incumbent(s) and supervisor will sign and date the job questionnaire.
  - (iii) Where compliance does not exist, the incumbent(s) and/or supervisor may appeal in writing within three working days, detailing the nature of the concern to the joint evaluation committee, whose determination after due inquiry will be final based on a consensus of the committee. Such inquiry may involve an interview of either or both parties and/or observation. The committee will respond within three (3) working days of receipt of the written appeal.
  - (iv) Two (2) members of the job evaluation committee (one from each party) may interview employee(s) and/or supervisor(s), observe any job work site, documentation, vehicle, machinery or office equipment, to gain more specific information about the job.
- (e) Job evaluations will be based upon the following:
- (i) Each job shall be evaluated using the Peat Marwick job evaluation manual.
  - (ii) Each evaluation shall be conducted taking into consideration that it is the job content that is under consideration and not the performance of the incumbent.
  - (iii) Each job will be analyzed and evaluated without regard to existing wage rates/classifications.
  - (iv) Job evaluations will be determined by consensus of the committee.
  - (v) Job ratings agreed upon will be signed and dated by all members of the committee.



- (vi) Upon completion of the evaluation, each employee will **be forwarded** their job evaluation sheet. An appeal period of three (3) working days, which may be extended at the discretion of the committee, will be allowed during which time an employee and/or supervisor may submit a written request for a review of the job questionnaire and job rating sheet along with justification to the joint evaluation committee. Consensus decisions by the joint committee are final. Should it not be possible for the joint committee to arrive at a decision, the **parties** shall refer the matter back to their respective executive for review by an independent third party.
- (vii) A quorum of four committee members, two from each party, will be required to undertake all evaluations.
- (f) Each party shall designate one of its members as co-chairperson.
  - (i) The employer will appoint a secretary to the committee who will provide minutes of the previous meeting and agenda of the forthcoming meetings which will be circulated to each committee member prior to each meeting. The secretary shall not be a voting member of the committee.
  - (ii) Evaluations decisions of the committee will be by consensus. Business decisions of the committee will be by majority.

### **Article #3 - Maintenance Procedures**

- (a) To maintain the ongoing job evaluation program, the joint committee shall ~~be~~ retained to:
  - (i) review all job evaluations every 5 years;
  - (ii) evaluate new CUPE positions as they **arise**;
  - (iii) evaluate positions previously evaluated under this system which have undergone a significant change in one or more of the evaluation criteria;
  - (iv) A completed and signed "Request for Job Evaluation Form" will initiate an evaluation for either (i) or (iii) above. Please **see Appendix 1**.
- (b) The committee will meet as required to review any outstanding evaluations **as** a result of (a) (ii) or (iii).
- (c) When a new position is established, the employer shall notify the union of job title, proposed job duties, and assign a temporary wage rate. After the incumbent has been in the position for at least six (6) months, the committee will evaluate the position in accordance with Article #2.

- (d) Job descriptions will be prepared by Human Resources following the evaluation and forwarded to the joint committee, incumbent and supervisor for review and signature.
- (e) Copies of job evaluation documentation will be retained in Human Resources and also forwarded to the union for their records.

**Article #4 - Salary Administration**

All wage/salary job rates resulting from the joint job evaluation process will be the subject of negotiations between the parties.

Generally, however, adjustments will be as follows:

- (a) new positions will be retroactive to the effective date of the position;
- (b) re-evaluated positions will be retroactive to the date the request form was received by Human Resources.