

**LOCAL ISSUES**

**FULL-TIME/PART-TIME**

**COLLECTIVE AGREEMENT**

between

**Health Sciences North | Horizon Santé-Nord**

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

and

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1623 CLERICAL**

**(hereinafter called the "Union")**

**Expires: September 28, 2021**

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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, Health Sciences North / Horizon Santé-Nord, as a bilingual institution reserves the right to make bilingualism a requirement for certain classifications and to remunerate the obtaining or possession of this classification.

## **ARTICLE B – DEFINITIONS**

- B-1 The Hospital agrees and recognizes the Canadian Union of Public Employees and its Local #1623 as the sole collective bargaining agent for all office and clerical employees of Health Sciences North / Horizon Santé-Nord, save and except supervisors, persons above the rank of supervisor, executive and administrative secretaries, secretary to the Chief of Staff, Payroll Officer and Clerks, Accountant, Human Resources staff and staff employed in a confidential capacity in matters relating to labour relations as defined in the *Labour Relations Act*, and persons covered by subsisting collective agreement.

For the purpose of clarity, it is noted that the parties further agree that Personnel Department employees are excluded from the bargaining unit.

- 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, and orthopedic technologists.

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

## **ARTICLE C – RELATIONSHIP**

- C-1 Union Security

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

- C-2 The Hospital shall deduct from every employee any monthly dues, initiations, and assessments levied, in accordance with the Union constitution and by-laws of local #1623 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. On April 1<sup>st</sup> and October 1<sup>st</sup> a list of addresses and phone numbers of these employees will also accompany the names. No Deductions shall be made if insufficient funds are available from the first pay of the month.
- C-4 The President of Local 1623 or his/her alternate will make prior verbal arrangements with the Chief Executive Officer of his/her designee to enter on the premises of the Hospital. The Hospital or the Union shall have the right at any time to have the assistance of the President or his/her alternate on negotiations, grievances, or other matters of interest.
- C-5 A copy of by-laws and any amendments thereafter which govern the Hospital Board and the Corporation shall be mailed to the Secretary of the Union within thirty (30) days of the annual corporation meeting.
- C-6 The Hospital shall notify the Union of all new classifications created inside and outside the bargaining unit within two (2) weeks of commencement of employment of such persons within these classifications.
- C-7 Relationship
- The Union agrees that any employee to whom this contract applies may refrain from exercising his rights as a member of the Union or may cease to be a member of the Union.
- C-8 The Hospital will provide the CUPE Local Union with a full-time and part-time worked hours reports on a monthly basis.
- C-9 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.
- The Union will reimburse the Hospital the applicable photocopying costs on a monthly basis.

#### **ARTICLE D – COMMITTEE COMPOSITION AND STEWARDS**

- D-1 It is mutually agreed by the parties hereto that there shall be eighteen (18) stewards for the purposes of ensuring reasonable distribution across programs and reasonable availability and access across all sites and shifts. The Union retains the right to appoint alternate steward(s).
- D-2 Each steward shall deal with matters concerning employees in the department to which they are assigned by the Union, but shall also be entitled to represent employees in other departments. During regular business hours, the Union agrees to make available, whenever possible, a Union steward within one (1) hours' notice from the Hospital. During evening and night shifts, the Hospital will endeavor to provide twenty-four (24) hours' notice to the Union.
- D-3 The Union shall give in writing to the Hospital the name of each steward and the department(s) he/she represents and the name of the Chief Steward and the Union officials so appointed, before the Hospital shall be required to recognize him/her. The Employer shall provide to the Union, in writing, the names of Managers or representatives the Union is required to recognize.

D-4 Grievance Committee

The Grievance Committee members attending a Step 2 shall be the Chair and two Chief Stewards, or their designates. The Union agrees to notify the Hospital of the names of the stewards and grievance committee members once a year or whenever changes occur. The Union shall have the right to appoint or otherwise select an alternate member to replace a member who must be absent.

The Hospital shall provide the Grievance Chair one (1) hour of preparation time prior to each grievance meeting.

D-5 Negotiating Committee

This committee will be comprised of the President, the Vice-President and four (4) other representatives for a total of six (6) members. For joint Service/Clerical meetings the committee will be comprised of four (4) additional Service/Clerical CUPE Representatives for a total of ten (10) members.

D-6 Labour/Management Committee

The Labour/Management Committee agrees to meet jointly with the Clerical Bargaining Unit. The Union Committee shall consist of the Local President and three additional representatives. The Committee shall meet every other month.

The parties agree that the following issues may be discussed a Labour Management:

- 1) Work experience programs
- 2) Grade 12 qualifications
- 3) Casual worker pool

D-7 Redeployment Committee

This committee will be comprised of the President, the Vice-President and two (2) other representatives for a total of four (4) members. For joint meetings the committee will be comprised of two (2) additional Service/Clerical CUPE for a total of six (6) members.

**ARTICLE E – SENIORITY**

E-1 Seniority Lists

- a) There will be separate seniority lists for full-time, part-time and casual employees. An up-to-date seniority list will be sent to the Union and posted on the bulletin board in April and October of each year and will include employee service.
- b) Upon written request, the Sectional Vice-President shall receive, at times other than those listed in Article E-1 a), an updated seniority list when necessary for issues of lay-off and recall of employees

The seniority list will be posted for a period of 45 calendar days during which period employees may question their individual seniority. Any seniority challenges shall be sent to the President, CUPE Local 1623.

E-2 The Hospital undertakes to familiarize employees with electronic job posting prior to its implementation on June 30, 2017 and the familiarization shall take place on work time. The familiarization process shall include hands on training and tutorials to provide CUPE Local 1623 members) the opportunity to be acquainted with the computer program and systems. Further, the union will be provided with confirmation of completion of the training in writing for every CUPE local 1623 member who so elects to participate in the familiarization process. The Hospital further undertakes to provide employees who so request with workplace access to computer terminals and any necessary assistance so that they may be fully aware of available positions and be able to make application. The Employer agrees to provide one computer room at the Ramsey Lake Health Centre with two computers (or similar technology) and one printer/scanner as well as adequate access to a computer and printer at each of the sites. There will be instructions for use of the Employer's system in the computer room. The room will be available for twenty-four hours per day seven days per week. In the event of a dispute about whether the Hospital has properly fulfilled its obligations under this paragraph, the Board may be asked to take a view and issue an immediate decision before the implementation of electronic services takes effect. Paper services covered by these Articles will cease three months after the implementation date.

#### **ARTICLE F – ATTENDANCE AT WORK**

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

#### **ARTICLE G – SCHEDULING**

G-1 This clause shall apply to all classifications.

- a) Employees shall not be required to work more than six (6) consecutive days.
- b) Full-time employees will have a minimum of one weekend off in every two (2) weekends. (Applicable to full-time employees only.)
- c) The schedule shall be posted two (2) weeks in advance and will cover a period of at least ten (10) weeks. Where operationally feasible, the Hospital will endeavour to post the schedule four (4) times per year. The posting of the schedule will not be subject of a grievance. All schedules shall be posted within the department and employees shall have the right to view such schedules. Once posted, the schedule shall not be changed unless by mutual agreement.
- d) Scheduling objectives shall not be in effect during the period between December 15 and January 15 to permit at least four (4) days off at Christmas or at New Year's for employees. With the cooperation of other employees, the employer will endeavour to include Christmas Eve or New Year's Eve as part of an employee's four (4) days off.

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

- e) 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) Requests by employees for shift changes which would otherwise be contrary to the scheduling provisions of the Agreement will be considered, but are subject to the approval of the Union and the Hospital.
- g) The Hospital will distribute pre-scheduled shifts equally among employees in the same classification, within a department. Distribution will be made among employees who are available, willing and able to perform the work. For the sake of clarity, an employee who is on vacation or another authorized leave, and as a result is not available to work, shall have their pre-scheduled shifts reduced on a pro-rata basis. The pro-rata reduction shall be credited to the employee and shall be reflected in the equalization number.

Master schedules will be posted at all sites. For the purpose of this letter of understanding, Master schedules shall mean the posted schedule in accordance with Article G1 c)

#### CALL-IN SHIFTS

The Hospital will distribute call-in shifts equally among employees who are in the same classification, within a department. Distribution will be made among employees who are available, willing and able to perform the work. For the sake of clarity, and employee who is on vacation or another authorized leave will be considered "unavailable" for call-in shifts unless the department is otherwise notified, in writing, by the employee.

A roster of part-time employees will be maintained in each department from which employees shall be selected for call-in shifts, beginning with the least shifts on the pre-posted schedule. Where all employees have an equal number of pre-posted shifts, employees will be called-in in order of seniority. Once an employee accepts or is credited with a shift, he/she shall move to the bottom of the list.

When a part time employee works outside their department, those hours worked shall count towards the equalization of hours within their department.

Call in shifts that are refused for the following reasons will not count toward equal distribution:

Short change under Article I

7<sup>th</sup> Shift under G1 (a)

Designated weekends off under G 1(j)

- h) 1) The Parties agree that the employer will not be required to offer shifts for the purposes or equalization in the event that offering such shifts would result in a premium or overtime payment to the employee.
- 2) Premium pay will not apply to a part-time employee who has accepted a "call-in" shift with less than 14 hours between his/her previous shift and/or his/her next schedule shift.
- i) Regular part-time employees shall receive twenty-four (24) hours' notice prior to the cancellation of a pre-scheduled shift. If less than twenty-four (24) hours notice is given the part-time employee will be offered a minimum of four (4) hours work. Notwithstanding the above, in circumstances where the Hospital does not receive twenty-four (24) hours notice prior to a full-time employee returning to work after an illness, the provisions of this Article shall be waived.
- j) A regular part-time employee must be available as required by the Hospital. The commitment will include the following conditions:

1.
    - a) Available to work six (6) weekends (Saturday and Sunday) in every ten (10). Part-time employees will be scheduled off four (4) weekends in a ten (10) week posted schedule unless the employee has submitted a written request for weekend work. Where an employee is pre-scheduled to work more than six (6) weekends in every ten (10) the employee will be paid time and a half for all hours worked save and except where an employee has requested weekend work.
    - b) Available to work seven (7) weekends (Saturday and Sunday) in every twelve (12). Part-time employees will be scheduled off five (5) weekends in a twelve (12) week posted schedule unless the employee has submitted a written request for weekend work. Where an employee is pre-schedule to work more than seven (7) weekends in every twelve (12) the employee will be paid time and a half for all hours worked save and except where an employee has requested weekend work.
    - c) Available to work eight (8) weekends (Saturday and Sunday) in every fourteen (14). Part-time employees will be scheduled off six (6) weekends in a fourteen (14) week posted schedule unless the employee has submitted a written request for weekend work. Where an employee is prescheduled to work more than eight (8) weekends in every fourteen (14) the employee will be paid time and a half for all hours worked save and except where an employee has requested weekend work.
  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 three (3) shifts per week. Employees who as of April 30, 2010 had opted to continue with a maximum commitment of two (2) shifts per week shall be eligible to maintain that commitment as long as they remain in their current position.
- k) When employees are called in and report for work, the hospital will endeavour to maximize the hours wherever possible and where there is work available. Payment for reporting for work will be in accordance with article 15.05.
- G-2 Requests by employees to take meal and break periods other than set out in the Agreement will be considered, but are subject to the approval of the Union and the Hospital.
- G-3 The Hospital will assign available work to regular part-time employees prior to calling on casual employees, provided that premium cost does not occur.

**ARTICLE H – SHARING OF OVERTIME**

- H-1 Overtime shall be divided equally among the employees who are willing and qualified to perform the work that is available.



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

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

When a part-time employee is required to change shifts, fourteen (14) hours shall be allowed between shifts. If, however, less time than fourteen (14) hours is allowed between shifts, the employee shall be paid at overtime rates for the period worked before the fourteen (14) hours' time allowed for shift changes has expired.

I-2 Meal During Overtime

An employee who is required to work in excess of these (3) hours upon the immediate completion of his regular scheduled shift shall be provided with a "meal ticket", which may be redeemed for \$10.00.

I-3 Booking Off Shifts

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

**ARTICLE J – PAID HOLIDAYS**

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

New Year's Day	August Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Friday before Victoria Day	Easter Monday
Victoria Day	Christmas Day
Canada Day	Boxing Day

J-2 Statutory Holiday Scheduling – Full-Time Employees

If an employee's schedule would normally require him/her to work on a recognized holiday and on such a recognized holiday the employee's job is required to be performed, the employee may indicate to his/her supervisor, prior to the schedule being posted, that he/she does not wish to work on the recognized holiday. The Supervisor will endeavour to provide the employee with the day off wherever possible. For the sake of clarity, the employee's job as mentioned above means work in the same classification, on the same day, in the same department on the same shift.

Where less than the full complement of employees is required, the available shift(s) will be distributed based on seniority with the goal of equally distributing premium pay shifts over the calendar year to all employees wishing to work.

Statutory Holiday Scheduling – Part-Time Employees

If pre-scheduled work is required, part-time employees shall be scheduled on statutory holidays on an equal distribution basis, within the classification, within the department.

- J-3 Where an employee is entitled to a lieu day in accordance with articles 16.02, 16.03 and 16.04 of the central agreement, such day may be taken on a mutually agreed upon basis between the employee and the hospital. The hospital shall endeavor to schedule the lieu day within ninety (90) days of the employee having earned the lieu day. The hospital will pay out the lieu day within ninety (90) days if not scheduled.

#### **ARTICLE K – VACATIONS**

K-1 Preference in Vacation

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

K-2 Vacation Schedules

Vacation schedules for the period of June 15 to September 15 shall be posted by May 1 of each year. Once posted, the schedules shall not be changed. *Vacation requests shall be submitted no later than April 1<sup>st</sup> of each calendar year.* The employees must provide two weeks notice when requesting vacation for one or more weeks; except in the cases of emergency as mutually agreed between the employer and the employee.

K-3 Unbroken Vacation Period

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

- K-4 Part-time vacation pay shall be paid every pay period.

#### **ARTICLE L – PAYMENT OF WAGES AND ALLOWANCES**

L-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 Thursday preceding the pay day. Paystubs will be generated electronically for all new hires.

- L-2 Where an error is made in the amount of pay appearing on the employee's paycheque or stub the employee is to immediately notify the department manager and request a correction. Any error in the calculation of the payroll shall be paid on the Friday following the day the error was reported by separate cheque provided the error in payroll calculations is equivalent to or in excess to a four (4) hour shift.

- L-3 Whenever an employee is assigned additional responsibility to direct or oversee work of employees within her or his classification, and/or be assigned overall responsibility for the unit or area, for a tour of duty, the employee shall be paid a premium of one dollar (\$1.00) per hour. The parties agree that such assignments are not subject to job posting language.

#### **ARTICLE M – UNIFORMS AND CLOTHING**

- M-1 Where uniforms are required, the Hospital shall either supply and launder uniform or provide a uniform allowance of one-hundred and twenty dollars (\$120.00) per year in a lump sum payment in the first period of November of each year.

## ARTICLE N – INFORMATION BOARDS

- N-1 The Hospital shall provide three (3) locked information boards at the main campus of the HRSRH, and one (1) information board at each of the off-site locations. The Union shall have a right to post notices of meetings and such other notices as may be of interest to the employees.

## ARTICLE O – GENERAL

### O-1 Health Examination

When required by the Hospital, the employee will submit to a physical examination by employee's doctor, stool examinations and/or culture, including laboratory tests, x-rays, inoculations and vaccinations it being understood that the expenses of such shall be borne by the Hospital and without limiting the generality of the foregoing the employees agree to submit to any examination required from time to time by the Public Hospitals Act, R.S.O. 1979, ch. 378, and amendments thereof and/or regulations thereto.

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

### O-3 Disabled Employees

The Hospital and the Union are committed to a consistent, fair approach to meeting the needs of disabled workers, to restoring them to work which is meaningful for them and valuable to the Hospital, and to meeting the parties' responsibility under the law.

To that end, the Hospital and the Union agree to cooperate in facilitating the return to work of disabled employees. The Hospital and the Union agree that ongoing and timely communication by all participants in this process is essential to the success of the process.

When it is medically determined that an employee is unable to return to the full duties of his or her position because of disability, the Hospital will meet with a representative of the local union to discuss the circumstances surrounding that employee's return to suitable work. This shall not preclude the National Representative from attending any meeting.

If a union representative attends a joint "return to work committee" meeting he/she will be paid straight time wages or receive time in lieu for all hours spend attending the meeting. Such hours shall be invisible for the purposes of determining premium. A representative attending all other joint hospital/union return to work meetings will suffer no loss earnings for time spent during their regular scheduled working hours.

### O-4 Health and Safety

- a) It is in the mutual interests of the parties to promote health and safety in the workplace and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The parties agree that employees have the right to a safe and healthy work environment and that health and safety is of the utmost importance. The parties agree to promote health and safety wellness. The parties further agree that when faced with occupational health and safety decisions, the hospital will not await full scientific or absolute certainty before taking reasonable action(s) that reduces risk and protects employees. The Hospital shall provide orientation and training in health and safety to new and current employees on an ongoing basis and employees shall attend required health and safety training sessions.

- b) The Hospital and all employees shall comply with all applicable health and safety legislation and regulations. Standards established under such legislation and regulations shall constitute acceptable practice in the Hospital.
- c) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- d) 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.
- e) Where the Hospital identifies high risk areas where employees are exposed to infectious or communicable diseases for which there are available protective medications, such medications shall be provided at no cost to the employee.
- f) Where the Hospital determines that there is a risk that employees may be exposed to infectious or communicable disease (viral or bacterial), or blood borne pathogens, employees who may be so exposed will be provided with personal protective equipment reasonably necessary for the protection on the employee.
- g) An employee who is required by the Hospital to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter in accordance with applicable legislation. The employee shall participate in such instruction and training.
- h) Notwithstanding g) above, employees will take every precaution necessary and as directed by the Hospital, in situations that would cause immediate or imminent adverse health or safety risks in accordance with current legislation. The employee shall use or wear the equipment, device or clothing provided, subject to the employee's rights under applicable legislations.

O-5 Joint Occupational Health and Safety Committee

- a) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Joint Occupational Health and Safety Committee, at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees.
- b) The Hospital agrees to pay for the certification of a total of two (2) CUPE member employees to be selected from either the Clerical or the Service bargaining units, who participates as a regular member of the Joint Health and Safety Committee.
- c) The joint committee terms of reference shall dictate the committee's mandate.
- d) The Hospital agrees to cooperate in providing necessary information to enable the Joint Health and Safety Committee to fulfill its functions. In addition, the Hospital will provide the Joint Health and Safety Committee with access to all accident reports, health and safety records and other pertinent information in its possession. The Health and Safety Committee shall respect the confidentiality of the information.
- e) Meeting shall be held every second month or more frequently at the call of the chair, if required. The committee shall maintain minutes of all meetings and make the same available for review.

- f) Any representative appointed or selected in accordance with (b) hereof, shall serve for a term of at least one (1) calendar year from the date of appointment which may be renewed for further periods of one year. Time off for such representative(s) to attend meetings of the Joint Occupational Health and Safety Committee in accordance with the foregoing shall be granted and any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

#### **ARTICLE P – MODIFIED WORK**

- P-1 The employer will provide on a monthly basis to the Union's WSIB representatives a list of names of employees and departments who have filled out a Form 7 and/or incident report.

#### **ARTICLE Q – FRENCH VERSION**

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

#### **ARTICLE R – RETROACTIVITY**

- R-1 Retroactive pay will be paid on a separate deposit where the existing payroll system allows. Where the existing payroll system does not allow for such separate deposit, the Hospital will supply the employee with a detailed explanation of the retroactive pay calculations. Retroactivity will be paid in respect of all remuneration to all eligible employees on the payroll as of the expiry date of the Agreement and to all new such employees hired since that date.

#### **ARTICLE S – VALIDITY OF AGREEMENT**

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

#### **ARTICLE T – SALARY TREATMENT – DEMOTIONS**

When an employee moves from a Higher to a Lower classification through a job posting, they will be placed in the range of the lower rated classification that is closest to but not greater than their rate of pay

in the higher rated classification.

## **ARTICLE U – VACATION ACCRUAL**

### **U-1 Anniversary Date**

The employee's adjusted service date (adjusted hire date) will be considered the Employee's anniversary date for the purposes of vacation progression.

### **U-2 Accrual**

Employees will accrue vacation credits on a bi-weekly basis in accordance with the vacation entitlement, qualifiers and calculation of payment as outlined in the Central Collective Agreement currently listed as Article 17 in the Agreement.

An employee will be eligible for an additional week of vacation on the anniversary date (adjusted hire date) of their milestone. Employees will receive a bank of 37.5 hours (or a prorated amount of hours for employees who do not work 37.5 hours per week) on their anniversary date. On the same date, employees will begin to accrue credits at the new accrual rate.

### **U-3 Maximum Vacation Accrual**

Employees will be eligible to accrue a maximum of two (2) times their annual entitlement in their vacation bank.

## **ARTICLE V – TRAINING**

### **V-1 Training**

When training occurs within a department, seniority will be taken into consideration when determining the order in which employees are trained.

## **ARTICLE W – VIOLENCE IN THE WORKPLACE**

The Hospital will inform the Union within three (3) working days of any employee who has been subjected to violence while performing his/her work. Such information shall be submitted to the Union in writing as soon as possible.

When an employee, in the exercise of her or his functions, suffers damage to her or his personal belongings (clothing, watch, glasses, contact lenses or other prosthesis, etc.) the Employer will provide for replacement or repair at no cost to the employee.

## **ARTICLE X - PARKING**

X-1 A reactivation fee will be charged by the Hospital only if an employee has cancelled their parking for a period of less than 14 days.

**ARTICLE Y – FRENCH LANGUAGE SERVICES (FLS) DESIGNATION AND DISPLACEMENT**

Y-1 Employees listed on Appendix "B" will be exempt from being required to meet the bilingualism requirement on Clerical job postings until such time as one of the following occurs at which time the employee will be removed from Appendix "B":

- the employee is the successful applicant to a job posting that does not require bilingualism;
- or
- the employee is no longer employed by HSN

The employee will be responsible, as part of their application, to notify the Employer that he/she is actively listed on Appendix "B" in order to be exempted from the bilingualism requirement on the posting.

Dated at Sudbury this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

For the Hospital

  
\_\_\_\_\_  
S Carpentier  
\_\_\_\_\_  
\_\_\_\_\_

For the Union

Karen Brossian  
\_\_\_\_\_  
Marc Vaillancourt  
\_\_\_\_\_  
Guerris Berger  
\_\_\_\_\_  
Thyman  
\_\_\_\_\_  
D. L. McElderry  
\_\_\_\_\_  
Doree Sheehan  
\_\_\_\_\_  
Edenby Bedard  
\_\_\_\_\_  
L. Monette

**LETTER OF UNDERSTANDING 1**

**Between**

**Health Sciences North | Horizon Santé-Nord**

**And**

**Canadian Union of Public Employees Local 1623**

**Re: Extended Tours**

With respect to any CLERICAL unit wishing to consider extended shift scheduling, the following will apply:

1. A secret ballot vote will occur with a representative of the Local Union of Executive in attendance. A trial period of six months will occur and there must be 100% of the employees (CUPE members) affected in favour of such trial.
2. The trial period will be restricted to six months unless mutually agreed by both parties to extend such trial period.
3. At the end of the six months trial period, a second vote will be taken by secret ballot, with a representative of the Local Union Executive in attendance. 100% of the CUPE members affected must be in favour of maintaining the 12-hour shifts.
4. Either party may withdraw from extended shift scheduling and cancel the memorandum of agreement in any Unit by giving the other party notice in writing.
5. Where the extended tour is cancelled, the employees will revert to regular tours after the remainder of the existing schedule plus 10 weeks.
6. A copy of the signed memorandum of agreement will be given to the employees concerned upon request.

There shall be 375 hours in a 10-week period for full-time employees. It is further understood that variable pay periods may occur.

A maximum of three consecutive 12-hour shifts will be scheduled; a minimum of two consecutive days off scheduled between them. Employees shall be paid 11.25 at their regular straight time hourly rates for each extended shift worked.

**Hours of Work:**

The hours of work for extended shifts will cover twelve continuous hours.

It is understood that eight-hour shifts may be incorporated with the twelve hour rotation. For Part-time employees, 4-hour shifts may also be incorporated.



**Additional Shifts:**

It is agreed that individual employees may request to be scheduled additional shifts (to be paid at straight-time rates) to make up the hours lost due to being scheduled off on a Statutory Holiday.

**Meal breaks and rest periods:**

Each 12-hour shifts will consist of eleven and one quarter paid hours and one 45 minute unpaid meal break. In addition there will be three paid fifteen-minute coffee breaks.

**Recognized Holidays:**

Recognized Holidays taken will be paid at seven and one half hours. All employees working on such Holidays will be paid at one and one half times regular hourly rates for all hours worked on the scheduled Holiday; and they will receive a paid (7.5 hour) day in lieu in accordance with Article 16.03 (a).

**Overtime**

Daily overtime will be paid for hours worked outside of the scheduled hours rather than in excess of the normal 7 ½ hour shift or 75 hours in a two week period, for full-time employees.

Part-time employees will be paid overtime rate for working more than 7.5 hours or 11.25 hours in one day, or more than 75 hours in a 2 week period.

**Bereavement Leave**

Time off shall be in accordance with Article 12

**Shift Premium**

Employees working the extended shifts will be paid shift premium for all hours worked between 15:00 and 07:00 hours.

**Sick Leave**

As per the existing HOODIP plan converted to extended shifts.

**Vacations**

Time off shall be in accordance with Article 17, time paid shall be the equivalent of Article 17 in hours.

**Probationary Period**

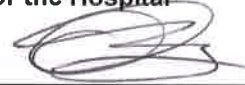
The probationary period shall remain as stated in the Collective Agreement.

In the event that this Memorandum fails to properly determine the basis of applying any term of the existing CBA, the parties agree that employees working the extended hours schedule shall receive no less and no more than the equivalent benefits to which they would be entitled had they been scheduled on the basis of the normal 7 ½ hour shift.

The Hospital will not be required to pay overtime rates for any hours by an employee in excess of the normal number where such excess hours are made necessary only to accommodate the transition to or from the extended shift schedule. Similarly, no penalty payment resulting directly from the transition to or from the extended schedule will be paid.

Dated at Sudbury this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

For the Hospital

  
\_\_\_\_\_  
S. Campbell Wright  
\_\_\_\_\_  
\_\_\_\_\_

For the Union

Karen Brousseau  
\_\_\_\_\_  
John Mail  
\_\_\_\_\_  
DeWintersberger  
\_\_\_\_\_  
Thymen  
\_\_\_\_\_  
B. B. B. B.  
\_\_\_\_\_  
Dae Phelyford  
\_\_\_\_\_  
Denny Bedal  
\_\_\_\_\_  
Amorusette

LETTER OF UNDERSTANDING 2

Between

Health Sciences North | Horizon Santé-Nord

And

CUPE Local 1623

Re: Scheduling









The parties agree that single days off and maximizing weekends off are proper subjects for the Labour Management Committee.

Dated at Sudbury this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

For the Hospital

  
\_\_\_\_\_  
S. Carpio Wright  
\_\_\_\_\_  
\_\_\_\_\_

For the Union

  
\_\_\_\_\_  
Karim Bressan  
  
\_\_\_\_\_  
David Walker  
  
\_\_\_\_\_  
G. Weinberger  
  
\_\_\_\_\_  
J. Hyman  
  
\_\_\_\_\_  
D. Farrell  
  
\_\_\_\_\_  
Dave Sheehan  
  
\_\_\_\_\_  
Cheryl Bida  
  
\_\_\_\_\_  
L. Morissette

**LETTER OF UNDERSTANDING 3**

**Between**

**Health Sciences North | Horizon Santé-Nord**

**And**


**CUPE Local 1623**

**Re: Electronic Communications**

The issue of electronic information sharing is a joint interest of the parties. The parties agree that Labour/Management is the appropriate forum to discuss these issues. The parties are committed to implementing a mutually agreeable resolution by the end of the term of this collective agreement.

Dated at Sudbury this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**For the Hospital**

  
\_\_\_\_\_  
S. Carpentier  
\_\_\_\_\_  
\_\_\_\_\_

**For the Union**

Karen Brassman  
\_\_\_\_\_  
L. Smith  
\_\_\_\_\_  
P. Wintersperger  
\_\_\_\_\_  
J. Hyman  
\_\_\_\_\_  
B. Mitchell  
\_\_\_\_\_  
D. Sheehan  
\_\_\_\_\_  
A. Bedal  
\_\_\_\_\_  
L. Merrisette

**LETTER OF UNDERSTANDING 4**

**Between**

**Health Sciences North | Horizon Santé-Nord**

**And**

**CUPE Local 1623**

**Re: Article I-1 – Off Time Between Shifts – Part-Time Employees**

- 1) The parties agree that every effort will be made to allow part-time employees 14 hours off between shifts. Where this is not possible, the following terms shall apply:
  - a) Premium pay in accordance with Article I1 shall apply to part-time employees who are pre-scheduled to work with less than 14 hours between shifts.
  - b) Premium pay in accordance with Article I1 shall not apply where a part-time employee is "called-in" to work with less than 14 hours between his/her previous shift and/or his/her next scheduled shift.
  - c) Part-time employees are not required to accept a call-in shift at the straight time hourly rate if the shift is within 14 hours of their previous/next shift. If refused, the shift will not count toward equal distribution of part-time hours and the employee shall retain his/her "status" on the call-in list.
  - d) The terms of this letter of understanding do not apply to employees covered by extended tour agreements.

Dated at Sudbury this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**For the Hospital**

  
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\_\_\_\_\_

**For the Union**

  
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**CUPE CLERICAL SALARY SCALES TO SEPTEMBER 29, 2020 (FULL-TIME, PART-TIME, CASUAL)**

CATEGORY	CLASSIFICATION	YEAR	HOURLY 29-Sep-17	HOURLY 29-Sep-18	HOURLY 29-Sep-19	HOURLY 29-Sep-20
1	<i>Scheduling Clerk (clerk typist, housekeeping and food services)</i>	1	21.7845	22.0895	22.4429	22.8132
	<i>Communications Clerk</i>	2	22.4059	22.7196	23.0831	23.4640
	<i>Clerk Typist Health Records</i>	3	23.0275	23.3499	23.7235	24.1149
	<i>Medical Records Clerk</i>					
	<i>Mail Clerk</i>					
	<i>Admitting Clerk</i>					
	<i>Chart Preparation Clerk</i>					
	<i>Data Entry Clerk</i>					
2	<i>Secretary</i>	1	23.9016	24.2362	24.6240	25.0303
	<i>Secretary 1</i>	2	24.5102	24.8533	25.2510	25.6676
	<i>Secretary 2</i>	3	25.1191	25.4708	25.8783	26.3053
	<i>Medical Secretary</i>					
	<i>Secretary Receptionist</i>					
	<i>Q.A. Health Records</i>					
	<i>Clerk Typist</i>					
	<i>Finance Clerk</i>					
	<i>OR Booking Clerk</i>					
	<i>Pre-Admission Booking Clerk</i>					
	<i>Ward Clerk</i>					
	<i>Sr. Ward Clerk</i>					
	<i>Surgical Booking Clerk</i>					
	<i>Medical Dicta Typist (excluding Health Records)</i>					
	<i>Inventory Clerk</i>					
	<i>Unit Clerk</i>					
	<i>New Patient Clerk</i>					
	<i>Bed Allocation Clerk</i>					
	<i>Preferred Accommodation Clerk</i>					

CATEGORY	CLASSIFICATION	YEAR	HOURLY 29-Sep-17	HOURLY 29-Sep-18	HOURLY 29-Sep-19	HOURLY 29-Sep-20
<b>3</b>	<b><i>Medical Dicta Typist Health Records</i></b>	<b>1</b>	25.7771	26.1380	26.5562	26.9944
	<b><i>Medical Records Clerk II</i></b>	<b>2</b>	26.3862	26.7556	27.1837	27.6322
		<b>3</b>	26.9948	27.3727	27.8107	28.2696
<b>4</b>	<b><i>Health Records Technician</i></b>	<b>1</b>	27.7349	28.1232	28.5732	29.0447
	<b><i>Health Records Administrator</i></b>	<b>2</b>	29.3680	29.7792	30.2557	30.7549
	<b><i>Clinical Research Associate</i></b>	<b>3</b>	31.0014	31.4354	31.9384	32.4654